

-
- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
-

AGENDA
Board of Directors Meeting

March 7, 2007

9:30 a.m.

LOCATION

San Bernardino Associated Governments
Santa Fe Depot - SANBAG Lobby 1st Floor
1170 W. 3rd Street, San Bernardino, CA

Board of Directors

President

Dennis Hansberger, Supervisor,
County of San Bernardino

Vice-President

Lawrence Dale, Mayor
City of Barstow

Jim Nehmens, Mayor
City of Adelanto

Rick Roelle, Mayor
Town of Apple Valley

Bill Jahn, Mayor
City of Big Bear Lake

Dennis Yates, Mayor
City of Chino

Gwenn Norton-Perry, Mayor Pro Tem
City of Chino Hills

Kelly Chastain, Mayor
City of Colton

Mark Nuaimi, Mayor
City of Fontana

Bea Cortes, Mayor Pro Tem
City of Grand Terrace

Mike Leonard, Mayor Pro Tem
City of Hesperia

Larry McCallon, Council Member
City of Highland

Robert Christman, Mayor
City of Loma Linda

Paul Eaton, Mayor
City of Montclair

Rebecca Valentine, Council Member
City of Needles

Paul Leon, Mayor
City of Ontario

Diane Williams, Mayor Pro Tem
City of Rancho Cucamonga

Patricia Gilbreath, Mayor Pro Tem
City of Redlands

Grace Vargas, Mayor
City of Rialto

Patrick Morris, Mayor
City of San Bernardino

Kevin Cole, Council Member
City of Twentynine Palms

John Pomierski, Mayor
City of Upland

Mike Rothschild, Council Member
City of Victorville

Richard Riddell, Council Member
City of Yucaipa

Chad Mayes, Council Member
Town of Yucca Valley

Paul Biane, Supervisor
County of San Bernardino

Brad Mitzelfelt, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

Gary Ovitt, Supervisor
County of San Bernardino

Michael Perovich, Caltrans
Ex-Officio Member

Tony Grasso
Executive Director

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

*As a **Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

**San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
County Congestion Management Agency
Service Authority for Freeway Emergencies**

Board of Directors

AGENDA

**March 7, 2007
9:30 a.m.**

**San Bernardino Associated Governments
Santa Fe Depot
SANBAG Lobby, 1st Floor
1170 W. 3rd Street, San Bernardino**

To obtain additional information on any items, please contact the staff person listed under each item. You are encouraged to obtain any clarifying information prior to the meeting to allow the Board to move expeditiously in its deliberations. Additional meeting procedures and agenda explanations are attached to the end of this agenda.

Call to Order - 9:30 a.m.
(Meeting chaired by Dennis Hansberger)

- I. Pledge of Allegiance
- II. Attendance
- III. Announcements
 - Calendar of Events (Pg. 11)
- IV. Agenda Notices/Modifications – Vicki Watson

Notes/Actions:

1. **Possible Conflict of Interest Issues for the Board Meeting of Pg. 12
March 7, 2007.**

Note agenda item contractors, subcontractors and agents, which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up under Agenda Item 26.

Administrative Matters

2. **Board of Directors Attendance Roster** Pg. 14
3. **Procurement Report for January 2007** Pg. 18
Receive Monthly Procurement Report. **Terrence J. McGuire**
This item was unanimously received by the Administrative Committee on February 14, 2007. (Meeting chaired by Lawrence Dale)
4. **Second Quarter Budget to Actual Report for Period Ending December 31, 2006** Pg. 20
Receive Second Quarter Budget to Actual Report for Period Ending December 31, 2006. **Terrence J. McGuire**
This item was reviewed by the Administrative Committee on February 14, 2007 and unanimously recommended for approval. (Meeting chaired by Lawrence Dale)

Regional & Quality of Life Programs

5. **Fiscal Year (FY) 2006/2007 Budget Amendment for the Freeway Service Patrol (FSP) Program** Pg. 28
Amend FY 2006/2007 Budget to change the funding mix for the Freeway Service Patrol Program, as outlined in the Financial Impact Section below and per the attached Budget Request Form. The overall dollar amount set aside for these new beats will not change.
Marla Modell
This item will be reviewed and unanimously recommended for approval by Plans and Programs Policy Committee on February 21, 2007. The Chief Financial Officer has reviewed this item. (Meeting chaired by Paul Eaton)

Consent Calendar Continued....Subregional Transportation Planning & Programming

6. Measure I 2010-2040 Strategic Plan Policy Issues Pg. 31

1) Receive updated information on draft Measure I 2010-2040 Strategic Plan Policies.

2) Authorize staff to schedule a workshop to further review and make decisions on Measure I Strategic Plan policies. **Ty Schuiling**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on February 21, 2007. (Meeting chaired by Paul Eaton)

7. Amendment 1 to Contract No. 06-023 with Kimley-Horn and Associates, Inc. Pg. 43

Approve Amendment No. 1 to Contract No. 06-023 with Kimley-Horn and Associates, Inc for the Development of the Victor Valley Area Transportation Study to extend the term of the contract to December 2007. **Ryan Graham**

This item was reviewed and unanimously recommended for approval by the Mountain Desert Committee on February 16, 2007. This item has been reviewed and approved by Legal Counsel. (Meeting chaired by Dennis Hansberger)

Program Support/Council of Govts.

8. Caltrans Master Agreement for Federal Aid Pg. 46

1. Approve Master Agreement between Caltrans (No. 08-6053R) and SANBAG (Contract No. C07514) which establishes standards for implementation of projects when SANBAG acts as an Administering Agency for Federal-Aid Projects.

2. Authorize the Executive Director to execute Program Supplements under Contract No. C07514 based upon SANBAG Board of Directors prior approval of the individual projects and costs. **Terrence J. McGuire**

This item was reviewed by the Administrative Committee on February 14, 2007 and unanimously recommended for approval. (Meeting chaired by Lawrence Dale)

9. Additional Project Nominations for FY2008 Federal Appropriations Process Pg. 75

Approve Metrolink Parking Lot Project Nomination for FY2008 Federal Appropriations Request List. **Jennifer Franco**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on February 21, 2007. (Meeting chaired by Paul Eaton)

Consent Calendar Continued....

Program Support/Council of Govts. (Cont.)

10. **Smith, Watts and Co. Contract Amendment for State Advocacy Services** Pg. 77

Approve Amendment No. 2 to Contract 03-007 for State Advocacy Services, which recognizes the merger between Smith, Watts & Co. and California strategies. **Jennifer Franco**

This item was reviewed and unanimously recommended for approval by the Administrative Committee on February 14, 2007. This item has been reviewed and approved by Legal Counsel. (Meeting chaired by Lawrence Dale)

Project Development

11. **Right of Way Acquisition and Utility Relocation for State Street/University Parkway Grade Separation** Pg. 82

Increase Authorized amount for Right of Way and Utility Relocations for State Street/University Parkway Grade Separation in an amount not to exceed \$1.15 million. **Darren Kettle**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on February 15, 2007. (Meeting chaired by John Pomierski)

12. **Design Cooperative Agreement No. C07191 with Caltrans for State Route (SR) 210 Segment 11 – SR 210/I-215 High Speed Connectors** Pg. 83

Approve Design Cooperative Agreement No. C07191 with Caltrans for the State Route 210 Segment 11 – SR 210/I-215 High Speed Connectors. **Darren Kettle**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on February 15, 2007. (Meeting chaired by John Pomierski)

13. **Amendment No. 3 to Contract No. 03-013 with LAN Engineering for construction management services for SR 210 and I-10 East Projects including the Live Oak Canyon Interchange** Pg. 103

Approve Amendment No. 3 to Contract No. 03-013 with LAN Engineering for construction management services for SR 210 and I-10 East projects to include the Live Oak Canyon Interchange in the amount of \$2,514,812 as detailed in the Financial Impact Section and extend the period of performance to June 30, 2009. **Darren Kettle**

This item was reviewed and recommended for approval (Nuaimi abstained and Christman opposed), by the Major Projects Committee on February 15, 2007. (Meeting chaired by John Pomierski)

Consent Calendar Continued....

Project Development (Cont.)

14. Award of Contract No. 07088 with Caltrop for Construction Management Services for Ramona Avenue and Hunts Lane Grade Separation Pg. 110

Award of Contract No. 07088 with Caltrop for Construction Management Services for Ramona Avenue and Hunts Lane Grade Separation Phase I (Ramona Avenue) in an amount not to exceed \$2,215,854.69. **Darren Kettle**

This item was reviewed and recommended for approval (Nuaimi abstained), by the Major Projects Committee on February 15, 2007. (Meeting chaired by John Pomierski)

15. Amendment No. 1 to Contract No. 03-015 with RMA Group for materials testing on SR 210 segments 9-11 and I-10 East projects Pg. 157

Approve Amendment No. 1 to Contract No. 03-015 with RMA Group for materials testing on SR 210 segments 9-11 and I-10 East projects in the amount of \$1,484,284 for a new not to exceed total of \$8,358,797 as detailed in the Financial Impact Section and extending the period of performance to June 30, 2009. **Darren Kettle**

This item was reviewed and recommended (Christman opposed) for approval by the Major Projects Committee on February 15, 2007. (Meeting Chaired by John Pomierski)

Transit/Commuter Rail

16. Metropolitan Transportation Planning Process Agreement Pg. 167

Approve Memorandum of Understanding (MOU), SANBAG Contract 07193, between the Southern California Association of Governments (SCAG), San Bernardino Associated Governments (SANBAG), Omnitrans, and Victor Valley Transit Authority for carrying out the metropolitan transportation planning process. **Mike Bair**

This item was reviewed by the Plans and Programs Committee on February 21, 2007 and unanimously recommended for approval. (Meeting chaired by Paul Eaton). The MOU has been reviewed and approved as to form by the legal counsels for SCAG, SANBAG, Omnitrans and the Victor Valley Transit Authority.

Consent Calendar Continued....

Transportation Programs & Fund Admin.

- 17. Development Mitigation Program Cost Escalation Factor for Calendar Year 2006** Pg. 177

1) Adopt the five-year rolling annual average of the Caltrans Highway Construction Items Index (12.7% for calendar year 2006) as the cost escalation factor for the San Bernardino County Development Mitigation Program.

2) Permit local jurisdictions to use either the 12.7% cost escalation factor or another technically defensible estimate of project costs as the basis for escalating project costs as part of the 2007 Nexus Study update. **Ryan Graham**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on February 21, 2007. (Meeting chaired by Paul Eaton)

- 18. Quarterly Administrative Report on SANBAG Federal Funding Programs** Pg. 181

1) Receive report on quarterly reporting and obligation status.

2) Adopt a finding of compliance with obligation requirements for all affected agencies. **Ty Schuiling**

This item was reviewed and recommended for approval by the Mountain/Desert Committee as a whole on February 16, 2007 and unanimously recommended for approval by the Plans and Programs Committee on February 21, 2007. (Mountain/Desert Committee chaired by Dennis Hansberger and Plans and Programs Committee chaired by Paul Eaton)

- 19. Increase in the Valley Measure I Fare Subsidy for Elderly Individuals and Individuals with Disabilities using the Omnitrans Fixed Route Service** Pg. 188

Approve an increase in the Valley Measure I fare subsidy for elderly individuals and individuals with disabilities from \$.05 per boarding to \$.10 per fixed route boarding and authorize a continuing increase in the fixed route fare subsidy as Omnitrans raises the base fare until such time as the fare subsidy for the fixed route is equal to that provided on the demand responsive services (\$.25). **Mike Bair**

This item was reviewed by the Plans and Programs Committee on February 21, 2007 and unanimously recommended for approval. (Meeting chaired by Paul Eaton)

Consent Calendar Continued....

Transportation Programs & Fund Admin. (Cont.)

20. Measure I Four Year Capital Improvement Plans

Pg. 191

Accept the Measure I 2006-2010 Summary Report of Four Year Capital Improvement Plans for Local Pass-Through Funds in the Valley and Mountain/Desert subareas. (Separate Attachment)
Ryan Graham

The Measure I Four Year Capital Improvement Plans for Mountain/Desert jurisdictions were reviewed and recommended for approval by the Mountain/Desert Committee on January 19, 2007. *(Meeting chaired by Dennis Hansberger)* The plans for Valley jurisdictions were reviewed and recommended for approval by the Plans and Programs Committee on February 21, 2007. *(Meeting chaired by Paul Eaton)*

21. Measure I 2010-2040 Subarea Revenue Estimates by Program Area

Pg. 193

Adopt Measure I 2010-2040 revenue estimates by program area for Measure I Strategic Planning purposes. **Ryan Graham**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on February 16, 2007. *(Meeting chaired by Dennis Hansberger)*

DISCUSSION ITEMS

Transit/Commuter Rail

22. Draft Redlands Passenger Rail Station Area Plan

Pg. 197

1. Receive Presentation on Draft Redlands Passenger Rail Station Area Plan; and
2. Approve the Draft Redlands Passenger Rail Station Area Plan in concept. **Mike Bair**

This item was reviewed by the Commuter Rail Committee on November 16, 2006 and unanimously recommended for approval. *(Meeting chaired by Patricia Gilbreath)*

Discussion Items Continued....

Subregional Transportation Planning & Programming

23. **Amendment Number 1 to contract C03-001 with Ron DeLaby from Paladin Investigative Services, LLC for Call Box Recovery Services** Pg. 199

Approve Amendment to sole source contract C03-001, with Ron DeLaby from Paladin Investigative Services to provide recovery services for call box knockdowns throughout San Bernardino County for an additional two-year period, as outlined in the Financial Impact Section below. **Michelle Kirkhoff**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on February 21, 2007. This item has been reviewed to as to form by SAFE Legal Counsel. (Meeting chaired by Paul Eaton)

Transportation Programs & Fund Administration

24. **Corridor Mobility Improvement Account (CMIA) Status** Pg. 204

Receive report on California Transportation Commission (CTC) allocation of CMIA funds at the special meeting of the CTC on the CMIA on February 28, 2007. **Ty Schuiling**

This item was reviewed by the Plans and Programs Policy Committee on February 21, 2007. (Meeting chaired by Paul Eaton)

25. **2006 State Transportation Improvement Program (STIP) Augmentation** Pg. 210

Adopt 2006 STIP Augmentation programming. [Revised item with recommended programming will be provided for the March 7, 2007, Board meeting after approval of the Corridor Mobility Improvement Account projects by the California Transportation Commission on February 28, 2007.] **Ty Schuiling**

This item was reviewed by the Major Projects Committee on February 15, 2007, the Mountain/Desert Committee on February 16, 2007, and the Plans and Programs Committee on February 21, 2007. (Major Projects Committee Chaired by John Pomierski, Mountain/Desert Committee chaired by Dennis Hansberger, and Plans and Programs chaired by Paul Eaton)

Other Matters

26. Consent Calendar Items Pulled for Discussion

Items pulled from the consent calendar shall be taken under this item in the order they were presented on the calendar.

Comments from Board Members

Brief Comments from Board of Directors

Public Comment

Brief Comments by the General Public

CLOSED SESSION

**PUBLIC EMPLOYEE EVALUATION
(GOVERNMENT CODE SECTION 54957)**

Public Employee Evaluation for the position of Executive Director

**CONFERENCE WITH LABOR NEGOTIATOR
(GOVERNMENT CODE SECTION 54957.6)**

Conference Labor Negotiator Dennis Hansberger regarding unrepresented position of Executive Director

27. Executive Director Employment Contract

Pg. 217

Approve Amendment No. 1 to Executive Director Employment Contract No.

This item will be reviewed by the Board of Directors on March 7, 2007

ADJOURNMENT

Additional Information

Agency Reports/Committee Memberships

Commuter Rail Report Pg. 218

Mayor Pro Tem Patricia Gilbreath

South Coast Air Quality Management Report Pg. 221

Mayor Dennis Yates

Mobile Source Air Pollution Reduction Review Committee (MSRC) Pg. 222

Mayor Pro Tem Gwenn Norton-Perry

SCAG Committees

SCAG Regional Council Pg.224

SCAG Policy Committees

Community, Economic and Human Development

Energy and Environment

Transportation and Communications

SANBAG Policy Committees

Pg. 225

Acronym List

Pg. 227

Complete packages of this agenda are available for public review at the SANBAG offices and our website: www.sanbag.ca.gov. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

Meeting Procedures and Rules of Conduct

Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino.

Agenda Actions – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

Closed Session Agenda Items – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the SANBAG Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item when an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. The time limits established in "Public Testimony on any Item" still apply.*

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*



Important Things to Know for ... March 2007

SANBAG Meetings – Cancelled:

None

SANBAG Meetings – Scheduled:

SCAG Delegates	Mar. 7	After Board Meeting	El Capitan
Administrative Committee	Mar. 14	9 a.m.	The Super Chief
Major Projects Committee	Mar. 15	9 a.m.	The Super Chief
Mountain-Desert Committee	Mar. 16	9 a.m.	Town of Apple Valley
SCRRA Delegates Briefing	Mar. 21	8:30 a.m.	Casa Del Desierto
Plans and Programs Committee	Mar. 21	1 p.m.	The Super Chief
Commuter Rail Committee	Mar. 22	9 a.m.	The Super Chief

Other Meetings:

SCAG 10th Annual Regional Economic Forecast For Southern California 2007- 2008	Mar. 9	10 a.m.	Ontario Convention Center
City/County Conference	Mar. 22- 23		Lake Arrowhead Resort
State Street Grade Separation Open House	Mar. 29	4:30 p.m.- 6:30 p.m.	Inland Empire Job Corps

For additional information, please contact SANBAG at (909) 884-8276

Your Travel Tip for March

More help for San Bernardino County motorists is on the way this month as SANBAG increases its Freeway Service Patrol program. The Freeway Service Patrol is a roving team of tow trucks that help motorists with car trouble, for FREE. New service will begin on Interstate 215 from 2nd Street to University Parkway in San Bernardino and on Interstate 10 from Waterman Avenue in San Bernardino to Orange Street in Redlands.



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 1

Date: March 7, 2007

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the Board of Directors may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
7	06-023	Kimley-Horn and Associates <i>JD Douglas</i>	Cambridge Systematics Arellano Associates
10	03007-02	California Strategies <i>Mark Watts, D.J. Smith, Chris Micheli, Camden McEfee, Ted Harris, Jared Ficker</i>	None
13	03-013-03	LAN <i>Peter Lim William Nascimento</i>	Caltrop JE Jacobs S2 Engineering

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

14	C07088	CALTROP <i>Dave Saber</i>	TY Lin HKA Leighton Consulting, Inc. STV
15	03-015-01	RMA <i>Ed Lyon</i>	CHJ EarthSpectives Group Delta & Associates
23	03-001-01	Paladin Investigative Services <i>Ron C. DeLaby</i>	N/A

Financial Impact: This item has no direct impact on the 2006/2007 Budget.

Reviewed By: This item is prepared monthly for review by the Board of Directors and policy committee members.

BOARD OF DIRECTORS ATTENDANCE ROSTER - 2007

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X	X										
Brad Mitzelfelt Board of Supervisors	X	X										
Paul Biane Board of Supervisors	X	X										
Dennis Hansberger Board of Supervisors	X	X										
Josie Gonzales Board of Supervisors		X										
Jim Nehmens City of Adelanto	X	X										
Rick Roelle Town of Apple Valley	X	X										
Lawrence Dale City of Barstow	X	X										
Bill Jahn City of Big Bear Lake		X										
Dennis Yates City of Chino	X	X										
Gwenn Norton-Perry City of Chino Hills												
Kelly Chastain City of Colton	X	X										
Mark Nuaimi City of Fontana	X	X										
Bea Cortes City of Grand Terrace	X	X										
Mike Leonard City of Hesperia		X										
Larry McCallon City of Highland	X	X										

X - indicates member attended meeting. * - indicates alternate member attended meeting. Crossed out box indicates was not a Board Member at that time.

BOARD OF DIRECTORS ATTENDANCE ROSTER – 2007

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Robert Christman City of Loma Linda	X	X										
Paul Eaton City of Montclair	X	X										
Rebecca Valentine City of Needles		X										
Paul Leon City of Ontario	X	X										
Diane Williams City of Rancho Cucamonga	X	X										
Pat Gilbreath City of Redlands	X	X										
Grace Vargas City of Rialto	X	X										
Patrick Morris City of San Bernardino	X	X										
Kevin Cole City of Twentynine Palms	X	X										
John Pomierski City of Upland	X	X										
Mike Rothschild City of Victorville	X	X										
Dick Riddell City of Yucaipa	X	X										
Chad Mayes Town of Yucca Valley	*											
Michael Perovich Ex-Official Member	X	X										

X - indicates member attended meeting. * - indicates alternate member attended meeting. Crossed out box indicates was not a Board Member at that time.

BOARD OF DIRECTORS ATTENDANCE ROSTER - 2006

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Oviatt			X	X	X	X	X	X	X	X	X	
Bill Postmus			X		X			X				
Paul Biane	X	X	X			X			X		X	X
Dennis Hansberger	X	X	X	X	X	X	X	X	X	X	X	X
Josie Gonzales	X	X	X	X		X		X	X			
Jim Nehmens	X	X	X		X	X		X	X	X	X	X
Rick Roelle	X	X	X	X	X	X	X	X	X	X	X	X
Lawrence E. Dale	X	X	X		X	X	X	X	X	X		X
Darrell Mulvihill	X	X				X		X	X			
Dennis Yates	X	X	X	X	X	X	X	X	X	X	X	
Gwenn Norton-Perry	X		*	X	*	X	X	X	X	*	X	
Deirdre Bennett	X	X	X	X	X	X	X	X	X	X		
Kelly Chastain	X	X	X	X	X	X	X	X	X	X	X	X
Mark Nuaimi	X	X	X	X	X	X	X	X	X	X	X	X
Bea Cortes	X	X	X	X	X	X	X	X	X	X	X	X
James Lindley	X	X	X	X	X	X	X	X	X	X	X	X
Larry McCallon	X	X	X	X	X	X	X	X	X	X	X	X

X - indicates member attended meeting. * - indicates alternate member attended meeting. Crossed out box indicates member is not a Board Member.

BOARD OF DIRECTORS ATTENDANCE ROSTER – 2006

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Robert Christman	X	X	X	X	X	X	X	X	X	X	X	X
Paul Eaton	X	X	X	*	X	X	X	X	X	X	X	
Rebecca Valentine	X	X	X	X	X	X	X	X	X	X	X	X
Alan Wapner	X	X	X		X	X	X	X	X	X	X	
Diane Williams	X	X	X	X	X	X	X	X	X	X		X
Pat Gilbreath	X	X	X	X	X		X	X	X	X	X	X
Grace Vargas	X	X	X	X		X	X	X	X	X	X	X
Judith Valles	X	X	X	X	X	X	X	X	X	X	X	X
Patrick Morris	X	X	X	X	X	X	X	X	X	X	X	X
Kevin Cole	X	X	X			X	X		X			X
John Pomierski	X		X	X	X	X		X	X			X
Mike Rothschild	X	X	X	X	X	X	X	X	X	X	X	X
Dick Riddell	X	X	X	X	X	X	X	X	X	X	X	X
Paul Cook	X	X	X	X	X	X	*	X	X	X	X	*
Michael Perovich	X	*	X	*	X	X	X	*	X	X	X	X

Crossed out box indicates member is not a Board Member.

* - indicates alternate member attended meeting.

X - indicates member attended meeting.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 3

Date: March 7, 2007

Subject: Procurement Report for January 2007

Recommendation:* Receive Monthly Procurement Report.

Background: The Board of Directors approved the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997. The Executive Director, or his designee, is authorized to approve Purchase Orders up to an amount of \$25,000. All procurements for supplies and services approved by the Executive Director, or his designee, in excess of \$5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

Attached are the purchase orders in excess of \$5,000 to be reported to the Board of Directors for the month of January 2007.

Financial Impact: This item imposes no impact on the FY 2006/2007 Budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

Reviewed By: This item was unanimously received by the Administrative Committee on February 14, 2007. (*Meeting chaired by Lawrence Dale*)

Responsible Staff: Terrence J. McGuire, Chief Financial Officer

BRD0703a-tjm.doc
ISF07

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

PURCHASE ORDERS ISSUED FOR JANUARY 2007

P.O. #	Vendor	Purpose	Sole Source Y/N	Amount
P07183	Los Angeles Kings Hockey Club	LA Kings Partnership of St. Patrick's Day Special Promotion	Y	\$ 25,000.00
		TOTAL PURCHASE ORDERS ISSUED		\$ 25,000.00

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 4

Date: March 7, 2007

Subject: Second Quarter Budget to Actual Report for Period Ending December 31, 2006

Recommendation:* Receive Second Quarter Budget to Actual Report for Period Ending December 31, 2006.

Background: SANBAG's Budget for Fiscal Year 2006-2007 for new activity was adopted by the Board of Directors on June 7, 2006. Upon finalization of the SANBAG audit, the encumbrances (commitments related to unperformed contracts for goods or services from the previous Fiscal Years) are presented for approval to be formally incorporated into the FY 2006-2007 Budget.

The following attachment provides a summary of program activity and task activity compared to the approved budget. Columns indicating the original budget, amended budget, total budget and year to date expenditures are identified.

Financial Impact: This item reports the status of expenditures against budget. The encumbrances for the associated expenditures were included in and are consistent with the FY 2006-2007 Budget.

Reviewed By: This item was reviewed by the Administrative Committee on February 14, 2007 and unanimously recommended for approval. (*Meeting chaired by Lawrence Dale*)

Responsible Staff: Terrence J. McGuire, Chief Financial Officer

*

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

**San Bernardino Associated Governments
Budget to Actual - Fiscal Year 2006-2007
Consolidated by Program**

PERIOD: July 1, 2006 through December 31, 2006

FISCAL YEAR: July 1, 2006 through June 30, 2007

TASK DESCRIPTION	ORIGINAL BUDGET	BUDGET AMENDMENTS	ENCUMB.	TOTAL BUDGET	EXPEND.	BALANCE OF TASK
TOTAL REGIONAL & QUALITY OF LIFE PROGRAM	5,355,570	138,584	341,188	5,835,342	1,314,388	4,520,954
TOTAL SUBREG. TRANS. PLANNING & PROGRAMMING	3,982,962	5,528,236	2,765,468	12,276,666	853,993	11,001,474
TOTAL PROJECT DEVELOPMENT PROGRAM	157,115,178	12,373,275	44,945,627	214,434,080	49,184,562	165,249,518
TOTAL TRANSIT/COMMUTER RAIL PROGRAM	11,500,014	1,189,615	7,378,139	20,067,768	6,704,494	13,363,274
TOTAL TRANS. PROGRAMS & FUND ADMINISTRATION	125,370,035	0	33,806,007	159,176,042	58,987,865	100,188,177
TOTAL PROGRAM SUPPORT/ COUNCIL of GVMTS PROG.	2,494,813	140,000	0	2,634,813	559,652	2,075,161
GRAND TOTALS	305,818,572	19,369,710	89,236,429	414,424,711	117,604,953	296,398,558

San Bernardino Associated Governments

PERIOD: July 1, 2006 through December 31, 2006

Budget to Actual

FISCAL YEAR: July 1, 2006 through June 30, 2007

REGIONAL & QUALITY OF LIFE PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	BUDGET	ENCUMBRANCES	TOTAL BUDGET	EXPEND.	BALANCE OF TASK	% EXPEND.
10107000	Air Quality Planning	62,995	0	62,995	0	62,995	20,751	42,244	32.94%
10207000	Air Quality Implementation	64,600	0	64,600	0	64,600	19,871	44,729	30.76%
11007000	Regional Transportation Planning	102,808	0	102,808	0	102,808	23,926	78,882	23.27%
11107000	Freight Movement	198,311	0	198,311	0	198,311	98,196	100,115	49.52%
11207000	Regional Growth Forecast Development	309,503	138,584	448,087	0	448,087	0	401,902	0.00%
11607000	Inland Trans. Corridor Plan/CETAP	125,163	0	125,163	0	125,163	2,892	122,271	2.31%
	I-15 Intermodal Corridor Study	0	0	0	0	0	0	0	#DIV/0!
40607000A	Rideshare Management	298,884	0	298,884	0	298,884	93,589	205,295	31.31%
40607000B	Inland Empire Commuter Services	331,400	0	331,400	0	331,400	8,732	322,668	2.63%
40607000C	Rideshare Incentive Programs	527,600	0	527,600	0	527,600	0	527,600	0.00%
40607000D	Regional Rideshare Programs	289,500	0	289,500	0	289,500	0	289,500	0.00%
	Rideshare Core Services	0	0	0	0	0	0	0	#DIV/0!
70207000	Call Box System	1,245,650	0	1,245,650	315,000	1,560,650	0	1,140,888	0.00%
70407000	Freeway Service Patrol/STATE	1,548,439	0	1,548,439	22,650	1,571,089	0	1,072,024	0.00%
70507000	Freeway Service Patrol/I-10	91,031	0	91,031	3,538	94,569	0	61,917	0.00%
70607000	Intelligent Transportation Systems	65,463	0	65,463	0	65,463	18,432	47,031	28.16%
81207000	Clean Fuels Implementation	94,223	0	94,223	0	94,223	30,335	63,888	32.19%
TOTAL REGIONAL & QUALITY OF LIFE PROGRAM		5,355,570	138,584	5,494,154	341,188	5,835,342	1,314,388	4,520,954	22.52%

San Bernardino Associated Governments

PERIOD:

July 1, 2006 through December 31, 2006

Budget to Actual

FISCAL YEAR:

July 1, 2006 through June 30, 2007

SUBREGIONAL TRANS. PLANNING & PROGRAMMING

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	BUDGET AMENDMENTS	ENCUMBRANCES	TOTAL BUDGET	EXPEND.	BALANCE OF TASK	% EXPEND.
20207000	Transp. Modeling & Forecasting	108,848	0	0	108,848	50,007	58,841	45.94%
20307000	Congestion Management	185,676	0	0	185,676	61,377	124,299	33.06%
40407000	Comprehensive Transportation Plan	98,884	0	15,578	114,462	25,660	88,802	22.42%
60107000	County Trans. Commission - GEN	301,049	0	0	301,049	143,325	157,724	47.61%
60907000	Agency Strategic Planning	333,576	0	150,000	483,576	133,505	350,071	27.61%
70107000	Valley Signal Coordination Program	1,842,088	4,818,236	1,050,403	7,710,727	111,082	7,599,645	1.44%
94107000	MT/Desert Plan & Project Develop	146,300	0.00	1,377,000	1,523,300	70,026	1,032,074	4.60%
94507000	Victor Valley Area Trans. Study	529,608	645,000	172,487	1,347,095	76,299	1,270,796	5.66%
TOTAL SUBREGIONAL TRANS. PLANNING & PROG.		3,982,962	5,528,236	2,765,468	12,276,666	853,993	11,001,474	6.98%

San Bernardino Associated Governments

PERIOD: July 1, 2006 through December 31, 2006

Budget to Actual

FISCAL YEAR: July 1, 2006 through June 30, 2007

PROJECT DEVELOPMENT PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	BUDGET	ENCUMBRANCES	TOTAL BUDGET	EXPEND.	OF TASK	BALANCE	%
81507000	Measure I Program Management	1,042,418			0	1,055,503	587,776	467,727		55.69%
81607000	Rt. 71 Right of Way Acquisition	791,996			8,723	800,719	98	800,621		0.01%
81807000	Rt. 71 Landscape Design/Const.	345,895	133,275		20,138	499,308	222,047	277,261		44.47%
82007000	SR 210 Final Design	506,270	0		36,809	543,079	399,556	143,523		73.57%
82207000	SR 210 Right of Way Acquisition	20,998			34,362	55,360	66,751	-11,391		120.58%
82407000	SR 210 Construction	40,644,881	200,000		26,154,950	66,999,831	25,213,654	41,786,177		37.63%
83007000	I-215 SANRIV Project Development	760,084	0		820,470	1,580,554	32,603	1,547,952		2.06%
83407000	I-215 Final Design	2,373,318	0		2,891,280	5,264,598	747,808	4,516,790		14.20%
83607000	I-215 Right of Way Acquisition	18,126,251	6,000,000		10,974,573	35,100,824	8,274,637	26,826,187		23.57%
83807000	I-215 Construction	9,912,864	0		107,234	10,020,098	108,873	9,911,225		1.09%
84007000	I-215 Barton Road Interchange	0	0		25,000	25,000	7,713	17,287		30.85%
84107000	I-10 Riverside Interchange	5,571,968	0		13,085	5,585,053	61,784	5,523,269		1.11%
84207000	I-10 Tippecanoe Interchange	110,722	0		272,657	383,379	56,494	326,885		14.74%
84307000	I-10 Live Oak Canyon	4,535,994	0		213,836	4,749,830	500,631	4,249,198		10.54%
84407000	Sr 30/210 Victoria Avenue	291,996	0		8,723	300,719	0	300,719		0.00%
84507000	I-10 Corridor Project Development	0	500,000			500,000	0	500,000		0.00%
86007000	I-10 Lane Addition-Redlands	22,049,670	0		2,589,188	24,638,858	8,315,939	16,322,919		33.75%
86207000	I-10 Westbound Lane Add-Yucaipa	504,885	0		175,773	680,658	123,806	556,851		18.19%
87007000	Hunts Lane Grade Separation	2,890,994	0		8,723	2,899,717	69,323	2,830,394		2.39%
87107000	State St/Univ. Parkway Grade Sep	7,566,021	0		300,000	7,866,021	1,049,242	6,816,779		13.34%
87207000	Ramona Grade Separations	0	5,040,000		0	5,040,000	0	5,040,000		0.00%
87907000	Coltons Crossing BNSF/UPRR Grade SEP	1,050,000	0		0	1,050,000	2	1,049,998		0.00%
88007000	I-15/I-215 Devore Interchange	0	500,000		0	500,000	340,018	496,600		0.68%
93107000	Debt Service - Major/97 Issue	10,521,981	0		0	10,521,981	948,491	9,573,490		9.01%
94407000	Debt Service - Major/96 Issue	5,668,504	0		0	5,668,504	605,081	5,063,423		10.67%
94807000	Debt Service - Major/01 Issue A	11,722,563	0		0	11,722,563	976,281	10,746,282		8.33%
94907000	Debt Service - Major/01 Issue B	10,104,905	0		0	10,104,905	777,841	9,327,064		7.70%
TOTAL PROJECT DEVELOPMENT PROGRAM		157,115,178	12,373,275	214,434,080	44,945,627	214,434,080	49,184,562	165,249,518	22.94%	

San Bernardino Associated Governments

PERIOD:

July 1, 2006 through December 31, 2006

Budget to Actual

FISCAL YEAR:

July 1, 2006 through June 30, 2007

TRANSIT / COMMUTER RAIL PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	BUDGET AMENDMENTS	ENCUMBRANCES	TOTAL BUDGET	EXPEND.	BALANCE OF TASK	% EXPEND.
30907000	General Transit	178,652	0	212,314	390,966	212,413	178,553	54.33%
31507000	Omnitrans	60,100	0		60,100	24,289	35,811	40.41%
31607000	Barstow-County Transit	23,998	0		23,998	2,130	21,868	8.88%
31707000	Victor Valley Transit	40,427	0		40,427	12,239	28,188	30.27%
31807000	Morongo Basin Transit	129,686	0		129,686	7,020	122,666	5.41%
31907000	Social Service Trans. Plan	284,065	0	7,000	291,065	38,074	252,991	13.08%
32007000	Needles Transit	12,305	0		12,305	7,746	4,559	62.95%
32107000	Mountain Area Transit	126,492	0		126,492	12,851	113,641	10.16%
35207000	General Commuter Rail	493,240	0	211,386	704,626	171,306	533,320	24.31%
37707000	Commuter Rail Operating Exp.	7,452,600	0	87,300	7,539,900	3,484,716	4,055,184	46.22%
37807000	Speedway Rail Operating Exp.	256,175	0		256,175	88,117	168,058	34.40%
37907000	Commuter Rail Capital Expenses	2,378,775	1,189,615	6,379,059	9,947,449	2,518,529	7,428,920	25.32%
38007000	Redlands Rail Extension	36,275	0	153,945	190,220	122,107	68,113	64.19%
38107000	Gold Line Phase II	27,224	0	327,136	354,360	2,955	351,405	0.83%
TOTAL TRANSIT / COMMUTER RAIL PROGRAM		11,500,014	1,189,615	7,378,139	20,067,768	6,704,494	13,363,274	33.41%

::

San Bernardino Associated Governments

PERIOD:

July 1, 2006 through December 31, 2006

Budget to Actual

FISCAL YEAR:

July 1, 2006 through June 30, 2007

TRANSPORTATION PROGRAMS & FUND ADMIN. PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	BUDGET AMENDMENTS	ENCUMBRANCES	TOTAL BUDGET	EXPEND.	BALANCE OF TASK	% EXPEND.
37307000	Federal/State Fund Administration	337,558.00	0		337,558	136,391	201,167	40.41%
50107000	Federal/Transit Act Programming	102,340.00	0	8,000	110,340	40,755	69,585	36.94%
50207000	TDA Administration	300,000.00	0	19,855	319,855	87,703	232,152	27.42%
50407000	Measure I Admin - Valley	253,929.00	0	1,685	255,614	28,000	227,614	10.95%
50507000	Measure I Admin - Mt./Desert General	150,474.00	0	2,205	152,679.00	37,822.63	114,856.37	24.77%
50607000	Local Transportation Fund	66,546,774.00	0.00	20,266,164.00	86,812,938.00	29,014,526.00	57,798,412.00	33.42%
50707000	State Transit Assistance Fund	4,255,000	0	12,964,696	16,110,603	1,694,846	14,415,757	10.52%
51307000	Measure I Valley E&D	6,769,571	-6,763,508	543,402	549,465	2,542	546,923	0.46%
90707000	Debt Service - Big Bear/92 Issue	108,183.00	0		108,183	11,548	96,635	10.67%
90807000	Debt Service - Mt./Unincorpor./92 Issue	45,926.00	0		45,926	4,905	41,021	10.68%
9180000	Valley Measure I Local	22,577,225.00	0		22,577,225	12,098,207	10,479,018	53.59%
9180100	Mountain/Desert Measure I Local	23,012,810.00	0		23,012,810	13,872,649	9,140,161	60.28%
94607000	Debt Service - Barstow/96 Issue	743,850.00	0		743,850	79,197	664,653	10.65%
95007000	Debt Service - Yucca Valley/01 Issue B	166,395.00	0		166,395	12,809	153,586	7.70%
TOTAL TRANSP. PROGRAMS & FUND ADMIN.		125,370,035.00	0.00	33,806,007.00	159,176,042.00	58,987,865.38	100,188,176.62	37.06%

*City of Barstow Capital Budget understated - correction to Encumbrance see main task

San Bernardino Associated Governments

PERIOD:

July 1, 2006 through December 31, 2006

Budget to Actual

FISCAL YEAR:

July 1, 2006 through June 30, 2007

PROGRAM SUPPORT/COUNCIL OF GOVERNMENTS PROG.

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	BUDGET AMENDMENTS	ENCUMBRANCES	TOTAL BUDGET	EXPEND.	BALANCE OF TASK	% EXPEND.
10407000	Intergovernmental Relations	491,108	0	0	491,108	130,263	360,845	26.52%
49007000	Council of Govts. New Initiatives	279,843	0	0	279,843	0	279,843	0.00%
50307000	Legislation	475,222	0	0	475,222	141,432	333,790	29.76%
60507000	Publications & Public Outreach	499,608	0	0	499,608	212,421	287,187	42.52%
80507000	Building Operations	406,000	0	0	406,000	40,259	365,741	9.92%
80507000	Building Operations	400,000	0	0	400,000	38,154	361,846	9.54%
80507001	Building Operations ISF portion	6,000	0	0	6,000	2,105	3,895	35.09%
94207000	Financial Management	343,032	140,000	0	483,032	35,277	447,755	7.30%
TOTAL PROGRAM SUPPORT/COUNCIL of GVMTS PROG.		2,494,813	140,000	0	2,634,813	559,652	2,075,161	21.24%

GRAND TOTALS	305,818,572	19,369,710	89,236,429	414,424,711	117,604,953	296,398,558	28.38%
---------------------	--------------------	-------------------	-------------------	--------------------	--------------------	--------------------	---------------

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 5

Date: March 7, 2007

Subject: Fiscal Year (FY) 2006/2007 Budget Amendment for the Freeway Service Patrol (FSP) Program.

Recommendation:* Amend FY 2006/2007 Budget to change the funding mix for the Freeway Service Patrol Program, as outlined in the Financial Impact Section below and per the attached Budget Request Form. The overall dollar amount set aside for these new beats will not change.

Background: In 2004 and 2005, SANBAG fought hard to be granted entrance into the state-funded FSP program. This culminated with the State granting SANBAG access and funding into the program, which was sufficient to fund six separate FSP beats in the Valley portion of the County. Subsequently, SANBAG implemented four FSP beats last January 2006, with the intention of implementing the last two beats before the end of FY 2005/2006. Also during this same period, SANBAG was allocated funding from the Mobile Source Air Pollution Reduction Review Committee (MSRC), which would help to offset funding on the last two FSP beats to be implemented. Therefore, given what was known at the time, Staff budgeted in the FY 2006/2007 Budget for the last two beats to be fully implemented in FY 2006/2007 with 75% MSRC and 25% State funding, for a total anticipated tow service operator budget of \$385,560.

In May 2006, the State had announced that additional funding would be added to the State FSP program, therefore providing SANBAG enough funding to fund an additional two beats (for a total of eight ongoing FSP beats). In working with the California Highway Patrol, it was determined it was in our best interest to go back

*Approved
Board of Directors*

Date: _____

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

out to bid for the four beats (two beats planned to be implemented in late FY 2005/2006 and then the two new beats to be funded from the FY 2006/2007 State funding pot) and stagger their implementation in FY 2006/2007. In November 2006, Staff had brought to the Board four contracts for the four new FSP beats, and when Staff reviewed the FY 2006/2007 Budget, there were sufficient funds in the Budget to fund all four beats as long as they were implemented in a staggered manner (two beats implemented in January 2007 and two beats implemented in March 2007) and therefore the contracts were approved by the Board. It wasn't until after Board approval, we discovered the funding source identified in the original FY 2006/2007 Budget was a different mix than what was ultimately being implemented. Therefore, in order to match the actual contracts/implementation with the correct funding mix, a budget amendment must be approved. This does not change the overall dollar amount in this budget and in this task, and the contracts to implement the service are in place, and the ongoing program has been previously approved by the Board. Therefore, Staff recommends approval of the attached amendment to the FY 2006/2007 Budget.

Financial Impact: Attached is a FY 2006/2007 Budget Amendment, which requests a change in the funding mix for the four new FSP beats implemented in FY 2006/2007, from \$289,170 in MSRC funding (75%) and \$96,390 in State FSP funding (25%), for a total of \$385,560, to a funding make-up of \$177,233 in MSRC funding (46%), \$178,477 in State FSP funds (46%) and \$29,850 in TMEE (8%), for the same funding total of \$385,560. This request has no impact to the overall dollar amount contained within the FY 2006/2007 Budget. TN 70407000.

Reviewed By: This item will be reviewed and unanimously recommended for approval by Plans and Programs Policy Committee on February 21, 2007. The Chief Financial Officer has reviewed this item. (*Meeting Chaired by Paul Eaton*)

Responsible Staff: Marla Modell, Air Quality/Mobility Specialist
Michelle Kirkhoff, Director of Air Quality/Mobility Programs

**Major Budgetary Item Request
SANBAG 2006-2007 Budget**

Requested By	Michelle Kirkhoff	Date:	2/21/07
Task Number:	70407000	Task Description:	Freeway Service Patrol Funding Change

Description of Issue:

Request to change the funding mix for Freeway Service Patrol (FSP) funding for Fiscal Year 2006/2007 from 75% Mobile Source Air Pollution Reduction Review Committee (MSRC) Funding and 25% FSP State Funding, to 46% MSRC, 46% State and 8% Measure I Transportation and Environmental Enhancement (TMEE) Funding.

Justification:

Last spring when the FY 2006/2007 Budget was created, we anticipated that the only beats to be implemented in FY 2006/2007, would be the two beats funded primarily from the MSRC (bringing overall program to six FSP beats). In May/June 2006, we discovered that the State had added additional funding to the State FSP program, therefore providing additional FSP funding to SANBAG which would allow two more beats to be funded (for a total of eight ongoing beats). In working with the California Highway Patrol, it was determined it was in our best interest to go back out to bid for the four beats, and stagger their implementation. In November 2006, Staff had brought to the Board four contracts for the four new FSP beats, and when we looked at the FY 2006/2007 Budget, there were sufficient funds in the Budget to fund all four beats as long as they were implemented in a staggered manner (two beats implemented in January 2007 and two beats implemented in March 2007) and therefore the contracts were approved and executed. It wasn't until after Board approval, we discovered the funding source identified in the original FY 2006/2007 Budget was a different mix than what was ultimately being implemented. Therefore, in order to match the actual contracts/implementation with the correct funding mix, a budget amendment must be approved.

Estimate of New Budgetary Requirement, Both Annual and Continuing Costs:

The FY 2006/2007 Budget has \$289,170 in MSRC and \$96,390 in State FSP funding budgeted, for a total of \$385,560.

Request to change this funding make up to \$177,233 in MSRC funding, \$178,477 in State FSP funds and \$29,850 in TMEE, for the same funding total of \$385,560.

Therefore, this request has no impact to the overall dollar amount contained within the FY 2006/2007 Budget.

The contracts to secure this funding are in place, and the ongoing program has been previously approved by the Board.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 6

Date: March 7, 2007

Subject: Measure I 2010-2040 Strategic Plan Policy Issues

Recommendation:* 1) Receive updated information on draft Measure I 2010-2040 Strategic Plan Policies.

2) Authorize staff to schedule a workshop to further review and make decisions on Measure I Strategic Plan policies.

Background: Development of the Measure I 2010-2040 Strategic Plan has progressed to the point of specific recommendations for several programs. This agenda item provides an update on the status of the Measure I 2010-2040 Strategic Plan and reviews some of the specific recommendations related to the Valley Major Streets Program, the Victor Valley Major Local Highway Projects Program, and the Rural Mountain/Desert Major Local Projects Program. The Plans and Programs Committee is serving as the clearinghouse for reviews of all the Measure I 2010-2040 programs, based on input from the other policy committees.

White papers have been developed for each of the Measure I 2010-2040 Programs and issue areas and have been discussed at SANBAG's policy committees. These white papers include:

- the Cajon Pass Program,
- the Victor Valley Major Local Highway Projects Program,
- the Rural Mountain/Desert Major Local Projects Program
- the Valley Freeway Program
- the Valley Freeway Interchange Program

Approved
Board of Directors

Date:

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed:

- the Valley Major Streets Program
- the Valley Metrolink/Rail Program
- the Valley Express Bus/Bus Rapid Transit Program
- Bond Financing Debt Capacity
- Inter-Program Issues
- Legislative Issues

The white papers identify major technical and policy issues and alternative strategies to address them. The papers also address inter-programmatic issues (issues that affect multiple programs or may cause one program to affect others) that do not fit neatly into discussion of any one program, and Legislative issues that may affect or contribute to the success of the program.

Staff provided copies of all white papers to the membership of each committee and the Board of Directors as a whole for the October and subsequent meetings. The white papers have been discussed by the Administrative Committee on November 8, the Major Projects Committee on November 9, the Plans and Programs Committee on November 15 and December 20, the Commuter Rail Committee on November 16, and the Mountain-Desert Committee on November 17, 2006 and January 19, 2007. Per direction from the committees, copies were also provided to the City Managers TAC for presentation and discussion at its meeting on November 16, 2006, and to the Comprehensive Transportation Plan Technical Advisory Committee (CTP TAC) at its meeting on December 11, 2006.

On January 10, 2007 the SANBAG Board directed staff to further develop policy recommendations for the Valley Freeway, Interchange, and Major Streets Programs based on input received from local jurisdictions. The Board also endorsed a set of overarching principles for the Strategic Plan (see Attachment 1). The Mountain/Desert Committee provided specific input on the Victor Valley Major Local Highway Projects Program and the Rural Mountain/Desert Major Local Projects Program on January 19, 2007. Summaries of key recommendations on the Valley Major Streets Program, the Victor Valley Major Local Highways Program and the Rural Mountain/Desert Major Local Projects Program are provided in Attachments 2, 3, and 4, respectively.

Because the recommendations listed in Attachments 2, 3, and 4 are fundamental to the overall framework for each of the Measure I programs, staff is requesting authorization to conduct a Board workshop on the Strategic Plan in the near future. The date for the workshop will be coordinated with Board member schedules, with the expectation of holding

the workshop in late March or early April, 2007. Potential topics to be included in the workshop include:

- Summary of Measure I revenue and cost estimates by subarea and program
- Summary of policy and procedural recommendations contained in each Strategic Plan issue paper
- Institutional and management framework required to implement the Strategic Plan
- Draft outline of the Measure I 2010-2014 Strategic Plan Report
- Direction from Board on next steps

Financial Impact: This item is consistent with the approved Fiscal Year 2006-2007 Budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on February 21, 2007. (*Meeting Chaired by Paul Eaton*)

Responsible Staff: Ty Schuiling, Director of Planning and Programming
Darren Kettle, Director of Freeway Construction
Deborah Barmack, Director of Management Services
Mike Bair, Director of Transit and Rail Programs
Terry McGuire, Chief Financial Officer

ATTACHMENT 1
MEASURE I 2010-2040 STRATEGIC PLAN
Principles Endorsed by the SANBAG Board on January 10, 2007

- 1) Deliver all Expenditure Plan projects at the earliest possible date.
- 2) Seek additional and supplemental funds as needed for completion of all Expenditure Plan projects.
- 3) Maximize leveraging of State, federal, local, and private dollars.
- 4) Ensure use of federal funds on otherwise federalized projects.
- 5) Sequence projects to maximize benefit, minimize impact to the traveling public, and support efficient delivery.
- 6) Provide for geographic equity over the life of the Measure.
- 7) Recognize that initiation of project development work on arterial, most interchange, and railroad crossing projects is the responsibility of local jurisdictions. Initiation of project development work on freeway mainline projects and interchange improvements required for the mainline projects is the responsibility of SANBAG.
- 8) Work proactively with agency partners to minimize the time and cost of project delivery.
- 9) Structure SANBAG to effectively deliver the Measure projects.
- 10) Exercise environmental stewardship in delivering the Measure projects.
- 11) Periodically update the Strategic Plan through the life of the Measure.
- 12) Utilize debt financing when and where appropriate.

ATTACHMENT 2
POLICY DIRECTION FOR THE VALLEY MAJOR STREETS PROGRAM
(Based on input received from the City Managers TAC, the Comprehensive Transportation
Plan TAC, and the Plans and Programs Committee)

RECOMMENDATIONS ON SPECIFIC ISSUES

Issue 1: Inter-program borrowing

Inter-program borrowing should be allowed, but amounts should be limited or capped so that each program is able to maintain a degree of project delivery.

Priorities assigned to freeway, freeway interchange, and arterial street projects vary among the Valley jurisdictions. Consequently, while interprogram borrowing to frontload a program may be advantageous to the program as a whole, such borrowing should occur in a manner that does not subsume the entire annual share of any particular program, and should also consider SANBAG's ability to reimburse jurisdictions that have entered into project advancement agreements.

Issue 2: Project Advancement

Project advancement should be considered in the mainstream sales tax measure.

Issue 3: Relative priorities of arterial street projects versus railroad grade separations

Though local priorities should be respected, arterial street projects should be given priority for funding out of the Measure I 2010-2040 Valley Arterial program because railroad grade separations are likely to be funded in part from other sources.

Issue 4: Allocation strategies

Allocation of Measure I 2010-2040 Valley Arterial funds should occur on a project readiness basis, so long as geographic equity is maintained throughout the entire life of the Measure.

Local jurisdictions would prioritize their projects through development of a Five Year Plan. The Plans would be used to provide an estimate of the potential demand for Valley Arterial and Interchange funds in a given year. Based on the potential demand for these funds and the competing demands from other program areas, the SANBAG Board should annually determine the amount of Measure I Valley Arterial and Interchange funds that will be made available for allocation by the Board.

The ultimate distribution of these program funds must be geographically equitable. The basis for determining the equitable distribution of Valley Interchange and Arterial funds should be the public share of project costs listed in the Nexus Study, which provides the universe for overall Valley Interchange and Arterial program fund needs for the Measure. Because allocations should be made

on a project readiness basis, it is possible that in a given year or over a period of several years, allocations by the Board will not be geographically equitable.

Issue 5: Conveyance of Measure I dollars

Measure I 2010-2040 Valley Arterial funds should be conveyed through a cost reimbursement process including project development activities, so long as the project development activities were included as part of the cost in the Development Mitigation Nexus Study.

Valley Arterial funds should be made available to all project development activities, so long as those costs were anticipated as part of the project cost listed in the Nexus Study. After receiving an allocation of Valley Arterial funds by the SANBAG Board, local jurisdictions would expend funds on a project and submit invoices to SANBAG for reimbursement. The local jurisdiction would be reimbursed for the non-public share of the project cost, up to the amount available in its apportionment balance.

For planning and cost reimbursement purposes, local jurisdictions should be provided with an annual apportionment of Measure I 2010-204 Valley Arterial Funds. The annual apportionment would be determined by calculating the amount of Measure I Valley Arterial funds that could be made available to them over the life of the Measure, so long as the program area remains fully funded. The amount a local jurisdiction could be reimbursed for a project should be limited by its available apportionment balance.

POSSIBLE FUND APPORTIONMENT AND EXPENDITURE PROCESS FOR THE VALLEY MAJOR STREETS PROGRAM

Based on the above direction, staff has outlined a specific process that could be used for apportionment and expenditure of funds within the Valley Major Streets Program. Many elements of this process could also apply to the Valley Freeway Interchange Program. A hypothetical example of the tracking of apportionments and expenditures by jurisdiction is provided at the end of this attachment.

1. The process generally follows Federal and State allocation and expenditure approach, but with greater flexibility
2. The process maintains consistency with guidance provided to date by the SANBAG Board
3. Apportionment process
 - a. SANBAG Board annually identifies apportionment to the Valley Major Streets Program
 - i. Based on revenue projection and program needs
 - ii. Valley Major Streets Program needs will be identified in Five-Year Capital Improvement Plans

- b. Each jurisdiction is provided with an annual apportionment based on the annual apportionment to the Valley Major Streets Program and the percent of Nexus Study non-fair-share project cost for arterials their jurisdiction. Apportionments will accumulate for each jurisdiction over time.
- c. Project costs can be modified through Nexus Study amendment, but local development mitigation program must be modified first.

4. Expenditure process

- a. Projects are allocated funds by the SANBAG Board on a project-readiness basis, subject to other requirements. Local agencies are responsible for initiating the request for allocation based on their local priorities and their capital improvement plans.
- b. Measure I funds are paid to local jurisdictions on a reimbursement basis (i.e. upon submittal of invoices for work completed), up to current cumulative apportionment for the jurisdiction)
- c. Invoicing for funds in excess of cumulative apportionment must be deferred until additional apportionment is available (similar to Federal "advance construction" process)
- d. Jurisdiction is responsible for fair share portion of cost, at a minimum. Must come from development contributions, per Nexus Study.
- e. Cumulative fair share expenditures cannot drop below percentage identified in Nexus Study (i.e. flexibility is maintained on individual projects)
- f. The non-fair share cost represents the "Public Share." As such, it can include a combination of Measure I, State, and federal funds.
- g. SANBAG may audit local jurisdiction financial records involving expenditure of Measure I funds

5. Loan options

- a. Loans of apportioned amounts can be made between jurisdictions. These will increase or decrease the current cumulative apportionment for participating jurisdictions. SANBAG must be provided with appropriate resolutions.
- b. Alternatively, loans of apportionments could be transacted directly with SANBAG (i.e. SANBAG could receive and hold apportioned amounts that cannot be used, and redistribute to other jurisdictions or to other programs)
- c. Jurisdictions would need to justify large, unused apportionment balances. SANBAG could "force" a loan of the apportionment balance from that jurisdiction, but funds for that jurisdiction would not be lost (i.e. loan would be re-apportioned when jurisdiction needs the funds)

HYPOTHETICAL EXAMPLE OF FUND APPORTIONMENT AND EXPENDITURE PROCESS REPORTING FOR VALLEY MAJOR STREETS PROGRAM

Fiscal Year 2015/2016 Annual Apportionment: \$23,000,000

(1) Jurisdiction	(2) Ratio of Trip Growth to 2030 Trips	(3) Total Arterial Cost	(4) Developer Share of Total Arterial Cost	(5) Public Share of Total Arterial Cost	(6) Annual Apportionment Share	(7) Annual Apportionment	(8) Total Prior Annual Apportionments	(9) Cumulative Annual Apportionments	(10) Total Allocations as of July 1, 2015	(11) Total Reimbursements as of July 1, 2015	(12) Total Apportionment Loans as of July 1, 2015	(13) Total Available Apportionment as of July 1, 2015
Chino	51%	\$91,887,000	\$47,861,744	\$44,025,256	6.32%	\$1,453,824	\$5,815,296	\$7,269,120	\$0	\$0	\$0	\$7,269,120
Chino Hills	14%	\$20,767,000	\$2,915,161	\$17,851,839	2.56%	\$589,512	\$2,358,049	\$2,947,561	\$0	\$0	\$0	\$2,947,561
Colton	44%	\$36,479,000	\$16,285,963	\$20,193,037	2.90%	\$666,824	\$2,667,294	\$3,334,118	\$0	\$0	\$0	\$3,334,118
Fontana	32%	\$233,453,000	\$76,811,873	\$156,641,127	22.49%	\$5,172,881	\$20,680,725	\$25,863,406	\$10,000,000	(\$8,000,000)	\$0	\$17,863,406
Grand Terrace	40%	\$18,886,000	\$7,730,541	\$11,155,459	1.60%	\$368,381	\$1,473,524	\$1,841,906	\$0	\$0	\$0	\$1,841,906
Highland	46%	\$96,183,000	\$45,756,039	\$50,426,961	7.24%	\$1,665,224	\$6,660,697	\$8,326,121	\$0	\$0	\$0	\$8,326,121
Loma Linda	39%	\$54,410,000	\$21,657,607	\$32,752,393	4.70%	\$1,081,566	\$4,326,263	\$5,407,829	\$0	\$0	\$0	\$5,407,829
Montclair	19%	\$6,020,000	\$1,168,020	\$4,851,980	0.70%	\$160,225	\$640,898	\$801,123	\$0	\$0	\$0	\$801,123
Ontario	44%	\$180,244,000	\$81,988,830	\$98,245,170	14.11%	\$3,244,301	\$12,977,204	\$16,221,504	\$20,000,000	(\$14,000,000)	\$4,000,000	\$6,221,504
Rancho Cucamonga	29%	\$60,040,000	\$17,659,541	\$42,380,459	6.08%	\$1,369,509	\$5,598,034	\$6,967,543	\$0	\$0	(\$4,000,000)	\$2,967,543
Redlands	23%	\$58,220,000	\$13,791,105	\$44,428,895	6.38%	\$1,467,153	\$5,868,612	\$7,335,765	\$0	\$0	\$0	\$7,335,765
Rialto	40%	\$67,910,000	\$28,171,177	\$39,738,823	5.71%	\$1,312,275	\$5,249,101	\$6,561,376	\$0	\$0	\$0	\$6,561,376
San Bernardino	32%	\$94,694,000	\$31,431,674	\$63,262,326	9.08%	\$2,089,080	\$8,356,320	\$10,445,400	\$5,000,000	(\$4,500,000)	\$0	\$5,945,400
Upland	49%	\$20,220,000	\$10,008,244	\$10,211,756	1.47%	\$337,218	\$1,348,871	\$1,686,088	\$0	\$0	\$0	\$1,686,088
Yucaipa	31%	\$88,290,000	\$27,960,584	\$60,329,416	8.66%	\$1,992,228	\$7,968,912	\$9,961,140	\$8,000,000	(\$8,000,000)	\$0	\$1,961,140
Total		\$1,127,703,000	\$431,208,136	\$696,494,864	100%	\$23,000,000	\$92,000,000	\$115,000,000	\$43,000,000	(\$34,500,000)	\$0	\$80,500,000

ATTACHMENT 3
POLICY DIRECTION FOR THE VICTOR VALLEY MAJOR LOCAL
HIGHWAY PROJECTS PROGRAM
(Based on input received from the Mountain/Desert Committee on January 19,
2007)

Issue 1: Guiding principles for allocation of Victor Valley Major Local Highway Projects funds:

- Allocations should be made from candidate project lists developed in cooperation with transportation planning partners.
- Allocations should serve to maximize leveraging of private, local, federal, and State dollars, with particular attention to leveraging of Interregional Transportation Improvement Program Funds on the Interregional Road System.
- Allocations should be made with an objective of delivering major local highway improvements at the earliest possible date.
- Geographic equity throughout the subarea should be considered over the term of the Measure.
- SANBAG shall actively engage in planning and project delivery of major local highway projects in collaboration with local jurisdictions and Caltrans in a manner which will minimize the time and cost of project delivery.

Issue 2: Project Eligibility

Allocations of Major Local Highway Project's funds in the Victor Valley should be restricted to State/Federal highways, interchanges, and new corridor alignments.

The Major Local Highway Projects category as listed in the Expenditure Plan cites several State/Federal highways, interchanges, and new corridors. The cited highways fall both within the urban and rural areas of the Victor Valley, allowing for equitable geographic allocations. The estimated Measure I revenue for Major Local Highways will be only a small fraction of the cost for identified project improvements. Although it may be appropriate for "major arterials spanning multiple jurisdictions" to be funded in other subareas, it does not seem appropriate in the Victor Valley given the magnitude of transportation need. The most obvious "major arterials spanning multiple jurisdictions" in the Victor Valley (alternatives to Bear Valley Road, Ranchero Road) are specifically cited in the Expenditure Plan as Local Street Projects.

Issue 3: Corridor Preservation

Allocation of Major Local Highway Projects funds for corridor preservation is consistent with the Victor Valley Subarea Expenditure Plan.

The Major Local Highway Projects category in the Victor Valley Subarea Expenditure Plan specifically names the future High Desert Corridor, as well as improvements to US-395, which is currently under study for a new alignment. The purchase of right-of-way is a recognized cost of highway construction. Advanced purchase of right-of-way using local funds is allowable by the Federal Highway Administration when performed in compliance with federal requirements. Subarea representatives may wish to consider a strategic process of purchasing parcels in an identified alignment if they become available on the market as a mechanism for reducing right-of-way costs in the long term and protecting the alignment.

Issue 4: Periodic review and updating of revenue estimates and subarea needs

The allocation process should include a review of the revenue estimates and identified subareas needs for the term of the Measure.

Review of revenue estimates and identified projects during the allocation process will result in consideration of alternatives which may include assurances related to geographic equity; maintenance of reserves for unanticipated needs and for opportunities to leverage unanticipated funds; and evaluation of projects' impact upon overall subarea circulation.

Issue 5: Fair Share Contributions

Development contributions identified in the SANBAG Nexus Study are a minimum requirement of the program and shall not be considered as leveraged funding.

When submitting potential projects for funding from the Victor Valley Major Local Highway Projects program, local jurisdictions may include other local funding contributions, such as Measure I Local Street Project funds, redevelopment funds, or general funds. A proposed project with additional local funding contributions may increase project competitiveness. In such cases, development mitigation funds identified in the SANBAG Nexus Study are minimum requirements and shall not be considered as leveraged funds, except when the amount of development mitigation exceeds the amount listed in the Nexus Study or is on a project outside the Nexus Study area.

ATTACHMENT 4
POLICY DIRECTION FOR THE RURAL MOUNTAIN/DESERT MAJOR
LOCAL PROJECTS PROGRAM
(Based on input received from the Mountain/Desert Committee on January 19,
2007)

Issue 1: Guiding principles for allocation of Major Local Highway Projects funds in rural subareas:

- Allocations should be made from candidate project lists developed in cooperation with transportation planning partners.
- Allocations should serve to maximize leveraging of private, local, federal, and State dollars, with particular attention to leveraging of Interregional Transportation Improvement Program Funds on the Interregional Road System.
- Allocations should be made with an objective of delivering major local highway improvements at the earliest possible date.
- Geographic equity throughout the subarea should be considered over the term of the Measure.
- SANBAG shall actively engage in planning and project delivery of major local highway projects in collaboration with local jurisdictions and Caltrans in a manner which will minimize the time and cost of project delivery.

Issue 2: Project Eligibility

Allocations for Major Local Highway Project's funds in rural subareas should be allocated for improvements on State/Federal highways, interchanges/intersections, and major arterials spanning multiple jurisdictions based upon a projects contribution to traffic circulation and/or improved safety within the subarea.

The Major Local Highway Projects category, as listed in the Expenditure Plan, cites numerous State/Federal highways and several multi-jurisdictional/subarea projects. The estimated Measure I revenue for Major Local Highways can only be a small contribution toward any substantial project, but the Measure I contribution can nevertheless serve to leverage additional non-Measure funding sources. In certain areas, allocations of Major Local Highway Projects Funds could contribute to safety projects on State highways which may be highly desirable among local jurisdictions and could possibly advance projects funded by State Highway Operations and Protection Program funds. In rural subareas with few State highway project priorities, major arterial projects spanning multiple jurisdictions may be highly desirable. Major arterial projects spanning multiple jurisdictions can improve circulation and can serve as alternative routes to the State highway.

Issue 3: Periodic review and updating of revenue estimates and subarea needs

The allocation process should include a review of the revenue estimates and identified subareas needs for the term of the Measure.

Review of revenue estimates and identified projects during the allocation process will result in consideration of alternatives which may include assurances related to geographic equity; maintenance of reserves for unanticipated needs and/or opportunities to leverage unanticipated funds; and evaluation of projects' impact upon overall subarea circulation.

Issue 4: Development Contributions

Development contributions are considered a requirement of the Measure in rural subareas. Development contributions from development mitigation fee programs in the rural Mountain/Desert subareas should be considered as leveraged funding which could enhance a project's consideration for Major Local Highway Projects funds.

Jurisdictions in rural subareas are not required in Measure I 2010-2040 to participate in the SANBAG Nexus Study and Development Mitigation Program cited in Section VIII of the Measure. However, it is clear in the Measure that "Measure I revenue is not intended to replace traditional revenues generated through locally-adopted development fees and assessment districts." It is also clear that the "transactions and use tax revenue shall not be used to replace existing road funding programs or to replace requirements for new development to provide for its own road needs." Rural subarea jurisdictions are meeting the requirements for development contributions through preparation of Traffic Impact Analysis Reports, conditions of project approvals, fee districts, and other mechanisms. Most jurisdictions in the rural Mountain/Desert subareas are also considering or have established development mitigation programs separate from the SANBAG Nexus Study.

It is anticipated that jurisdictions in the rural subareas may submit projects for funding which include local funding contributions, such as Measure I Local funds, redevelopment funds, general funds, or development mitigation fee program funds. A proposed project with these local funding contributions may increase the competitiveness of a project. In the rural subareas, all of these local funding contributions should be considered as leveraged funds for the purpose of allocating Major Local Highway Project Funds, including those which may be generated from development mitigation fee programs which are not part of the SANBAG Development Mitigation Program.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 7

Date: March 7, 2007

Subject: Amendment 1 to Contract No. 06-023 with Kimley-Horn and Associates, Inc.

Recommendation:* Approve Amendment No. 1 to Contract No. 06-023 with Kimley-Horn and Associates, Inc. for the Development of the Victor Valley Area Transportation Study to extend the term of the contract to December 2007.

Background: Kimley-Horn and Associates, Inc. has been under contract with SANBAG since December 2005 to develop the Victor Valley Area Transportation Study. The project suffered several months of setback due to unforeseen difficulties associated with the modeling task that is part of the scope of work for the project. The consultant and staff worked through the unforeseen difficulties, but there was a moderate impact to the schedule for the project. The contract is currently scheduled to terminate on April 30, 2007; however, this is not enough time to finish the remainder of the tasks contained in the scope of work for the project. Staff is requesting that the contract with Kimley-Horn and Associates be amended to extend to December 31, 2007. There is no increase in contract cost. The overall contract cost remains \$364,011.

Financial Impact: This item has no direct impact on the adopted Budget. Staff activity associated with this item is consistent with the adopted Budget, Task No. 94507000, Victor Valley Area Transportation Study

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain Desert Committee on February 16, 2007. The item has been reviewed and approved by Legal Counsel. (*Meeting Chaired by Dennis Hansberger*)

Responsible Staff: Ryan Graham, Transportation Planning Specialist

*

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

SANBAG Contract No. 06-023-01

by and between

San Bernardino Associated Governments

and

Kimley-Horn and Associates, Inc.

for

Victor Valley Area Transportation Study**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes: This is a zero dollar amendment to extend the term of the contract only.

Original Contract:	\$ <u>364,011</u>	Previous Amendments Total:	\$ <u>0</u>
		Previous Amendments Contingency Total:	\$ <u>0</u>
Contingency Amount:	\$ <u>0</u>	Current Amendment:	\$ <u>0</u>
		Current Amendment Contingency:	\$ <u>0</u>

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 364,011

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
94507000	5011	LTF	_____	\$ <u>364,011</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>12/7/05</u>	Contract Start: <u>12/19/05</u>	Contract End: <u>4/30/07</u>
New Amend. Approval (Board) Date: <u>3/7/07</u>	Amend. Start: <u>3/7/07</u>	Amend. End: <u>12/31/07</u>

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: 06/07 \$ <u>364,011</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____
------------------------------------	---	--	----------

Is this consistent with the adopted budget? ☒ Yes ☐ No
If yes, which Task includes budget authority? 945C6023
If no, has the budget amendment been submitted? ☐ Yes ☐ No

CONTRACT MANAGEMENT**Please mark an "X" next to all that apply:**☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: No XX Yes 11% %Task Manager: Deborah Robinson Barmack Contract Manager: Ryan Graham

<u>Deborah Robinson Barmack</u>	<u>2/22/07</u>	<u>[Signature]</u>	<u>2/22/07</u>
Task Manager Signature	Date	Contract Manager Signature	Date

<u>[Signature]</u>	<u>2/22/07</u>
Chief Financial Officer Signature	Date

Filename: a0602301.doc

A0602301.doc

SANBAG Contract No. 06-023, Amendment No. 1

By and Between

San Bernardino Associated Governments

And

Kimley-Horn and Associates, Inc.

For

Development of the Victor Valley Area Transportation Study

(Amendment for Time Extension)

Whereas, SANBAG Contract No. 06-023 was entered into between San Bernardino Associated Governments (SANBAG), and Kimley-Horn and Associates, Inc. on December 15, 2005 for Development of the Victor Valley Area Transportation Study; and

WHEREAS, additional time is needed to complete the project,

NOW, THEREFORE, SANBAG Contract No. 06-023 is hereby amended as follows:

1. Extend the completion date of this contract to December 31, 2007.
2. All other provisions and terms of this contract shall remain the same.

Kimley-Horn and Associates Inc.

San Bernardino Associated Governments

By: _____

Serine Ciandella
Vice President

By: _____

Dennis Hansberger
President, SANBAG Board of
Directors

Date: _____

Date: _____

Approved AS TO FORM:

By: _____

Jean-Rene Basle
SANBAG Counsel

Date: _____

2/22/07

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 8

Date: March 7, 2007

Subject: Caltrans Master Agreement for Federal Aid

- Recommendation:***
- 1) Approve Master Agreement between Caltrans (No. 08-6053R) and SANBAG (Contract No. C07514) which establishes standards for implementation of projects when SANBAG acts as an Administering Agency for Federal-Aid Projects.
 - 2) Authorize the Executive Director to execute Program Supplements under Contract No. C07514 based upon SANBAG Board of Directors prior approval of the individual projects and costs.

Background: This document establishes general requirements and agreements between Caltrans and SANBAG when SANBAG acts as Administering Agency for projects funded with federal funds. This agreement replaces previous SANBAG/Caltrans Agreement No. 08-6053, and incorporates new provisions of the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills.

The master agreement sets out general provisions required for federal aid projects. Specific projects will be carried out by Program Supplements to this agreement which establishes specific dollar amounts and specific conditions of the individual projects. To continue the current practice, this item also authorizes the Executive Director to sign Program Supplements, provided that the SANBAG Board of

*

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

Directors has taken prior action to approve specific projects and the associated costs.

Financial Impact: This item has no impact upon the SANBAG budget. It does provide for expedient processing of Program Supplements in those cases where the SANBAG Board has approved projects and fund allocations when SANBAG is acting as the project Administering Agency.

Reviewed By: This item was reviewed by the Administrative Committee on February 14, 2007 and unanimously recommended for approval. (*Meeting chaired by Lawrence Dale*)

Responsible Staff: Terrence J. McGuire, Chief Financial Officer

SANBAG Contract No. C07154

by and between

San Bernardino Associated Governments

and

CALTRANS

for

Master Agreement for Federal Aid Projects**FOR ACCOUNTING PURPOSES ONLY**

<input type="checkbox"/> Payable	Vendor Contract # <u>08-6053R</u>	Retention:	<input type="checkbox"/> Original
<input checked="" type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes: Based upon Program/Project Supplements

Original Contract:	\$ <u>-0-</u>	Previous Amendments Total:	\$ _____
Contingency Amount:	\$ <u>-0-</u>	Previous Amendments Contingency Total:	\$ _____
		Current Amendment:	\$ _____
		Current Amendment Contingency:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ -0-

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
94207000	NA	_____	_____	\$ <u>-0-</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>3/7/07</u>	Contract Start: <u>3/7/07</u>	Contract End: <u>3/7/17</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____


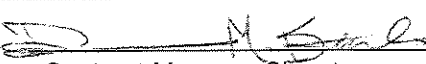
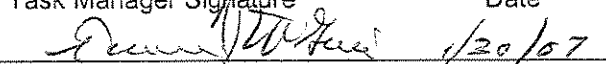
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: <u>06/07</u> \$ <u>-0-</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>-0-</u>
-----------------------------	--	--	---------------

Is this consistent with the adopted budget? ☒ Yes ☐ NoIf yes, which Task includes budget authority? NAIf no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT**

Please mark an "X" next to all that apply:

☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes _____ %Task Manager: **Terry McGuire**Contract Manager: **Darren Kettle**

		<u>7-22-07</u>
Task Manager Signature	Contract Manager Signature	Date
	<u>1/30/07</u>	
Chief Financial Officer Signature	Date	

Filename:

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

08 San Bernardino Associated Governments

District Administering Agency

Agreement No. 08-6053R

This AGREEMENT, is entered into effective this _____ day of _____, 2006, by and between the San Bernardino Associated Governments, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE, and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs. These transportation programs include, but are not limited to, the Surface Transportation Program (STP), the Congestion Mitigation and Air Quality Improvement Program (CMAQ), the Transportation Enhancement Program (TE), Highway Safety Improvement Program (HSIP) and the Highway Bridge Program (HBP) (collectively the "PROGRAMS"); and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal-funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific Program Supplement to this AGREEMENT for federal-aid projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE or the Federal Highway Administration (FHWA).
3. The E-76/E-76(AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these Federal Funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of Federal Funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, State and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no Further Federal funds are

needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its' contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY to: Department of Transportation, Division of Accounting Local Programs Accounting Branch, MS #33, PO Box 942874, Sacramento, California 94274-0001.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty(180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.
2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.
3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from Federal Funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide

orderly, timely and efficient relocation of PROJECT- displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, shall also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of the AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.
2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.
3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of Federal Funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed duplicate invoices in arrears for reimbursement of participating PROJECT costs on a monthly or quarterly progress basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. Invoices must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. An Indirect Cost Rate Proposal and Central Service Cost Allocation Plan and related documentation are to be provided to STATE (Caltrans Audits & Investigations) annually for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for federal reimbursement.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess Federal Funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all Federal Funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of Federal Funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of Federal Funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-Federal Funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with Federal Funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal Funds encumbered for PROJECT are available for liquidation for a period of seven (7) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for five (5) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless an Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items and (b) those parties shall comply with federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving PROJECT funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

20. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under OMB Circular A-87, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse moneys due STATE within thirty 30 days of demand, or within such other period as may be agreed in writing between the PARTIES hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including but not limited to, the State Treasurer, the State Controller and the CTC.

21. Upon written demand by STATE, any overpayment to ADMINISTERING AGENCY of amounts invoiced to STATE shall be returned to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records when determined to be necessary or appropriate and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs and matching funds by line item for the PROJECT. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. For the purpose of determining compliance with Title 21, California Code of Regulations, Chapter 21, section 2500 et seq., when applicable, and other matters connected with the performance of ADMINISTERING AGENCY's contracts with third parties, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of final payment to ADMINISTERING AGENCY under any PROGRAM SUPPLEMENT. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, shall each have access to any books, records, and documents that are pertinent to a PROJECT for audits, examinations, excerpts, and transactions and ADMINISTERING AGENCY shall furnish copies thereof if requested.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of OMB Circular A-133 if it receives a total of \$500,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205, Highway Planning and Research.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with OMB Circular A-133.
6. ADMINISTERING AGENCY shall not award a construction contract over \$10,000 or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of ARTICLE IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS, and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI -FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all State funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or FTA that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this

10. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

San Bernardino Associated Governments

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

San Bernardino Associated Governments
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Race-Neutral Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Race-Neutral Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 es seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 9

Date: March 7, 2007

Subject: Additional Project Nominations for FY2008 Federal Appropriations Process

*Recommendation:** Approve Metrolink Parking Lot Project Nomination for FY2008 Federal Appropriations Request List

Background: On February 6, 2007, SANBAG Board members approved SANBAG staff recommendation to seek federal funds through the federal appropriations process for transportation projects. Specifically, the SANBAG Board agreed to seek funding for existing focus projects in relation to corridors, special programs and transit projects.

This approach to the federal appropriations process will allow SANBAG to pursue funding for projects within each Congressional District, as done in the past, but within a framework that will package highway projects according to specific corridors and available discretionary funding categories provided by SAFETEA-LU.

The projects nominated for submittal to members of Congress were limited to account for earmark reforms and care was taken to add no new projects to the SANBAG request list. This action was based on direction received from the Congressional Delegation, SANBAG's federal advocates and staff recommendation.

*

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

The SANBAG board directed staff to recommend one more project for which a funding request can be submitted to Congressman Baca.

SANBAG staff received two project recommendations from the City of Rialto, both of which needing federal funds, which are described below:

Rialto Metrolink Parking Lot (\$7,000,000)

The existing multi-modal facility, located on Palm Ave., provides bike racks, bike lockers, a bus stop and parking lot to serve the 170 foot long platform. Parking is currently utilized at 110% of capacity, resulting in potential rider frustration and limiting ridership increases. The project is a multi-phase project that would eventually expand the parking lot from 222 parking spaces (214 regular and 8 handicapped) to 900 spaces to accommodate projected ridership through 2030.

The City of Rialto has begun planning for Phase II of the project which is expected to create approximately 500 of the 900 total spaces at the transit facility. Phase II is anticipated to cost approximately \$15 million from project commencement to construction. For this phase, the City of Rialto has \$4 million committed and is requesting \$700,000 to be used for PS&E. Previous federal funding that has been received on this project is as follows:

FY2006 FTA 5307	\$2,400,000
FY2007 FTA 5307	\$ 800,000
FY2006 LTF	\$ 600,000
FY2007 LTF	\$ 200,000

Staff recommends this project for inclusion of the project list SANBAG will seek federal funds for through the FY2008 federal appropriations process.

Financial Impact: The recommended action is consistent with the SANBAG 2006-2007 FY Budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on February 21, 2007. *(Meeting Chaired by Paul Eaton)*

Responsible Staff: Jennifer Franco, Director of Intergovernmental and Legislative Affairs

-
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 10

Date: March 7, 2007

Subject: Smith, Watts & Co. Contract Amendment for State Advocacy Services

Recommendation:* Approve Amendment No. 2 to Contract 03-007 for state advocacy services, which recognizes the merger between Smith, Watts & Co. and California Strategies.

Background: Smith, Watts & Co., which provides state advocacy services for SANBAG, has merged with California Strategies and Advocacy LLC.

On January 26, 2007, SANBAG received formal notification that Smith, Watts & Co. merged with California Strategies. The firm's merger allows for a wide political reach throughout California. Additionally, firm's merger not only provides an advocacy division, but also specializes in positioning private and public clients with strategic consulting, as well as a full range of public relations/public affairs functions.

Registered Lobbyists for California Strategies include the following people:

Jared Ficker
Ted Harris
Camden McEfee
Chris Micheli
Mark Watts
DJ Smith

*

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

This proposed contract amendment is to recognize the firm's merger and the new firm name of California Strategies. All other provisions of the current contract will remain the same, including the scope of services and overall contract cost. Moreover, Mark Watts will remain as our primary contact.





Staff recommends the contract for state advocacy services be amended to reflect that Smith, Watts & Co. is now California Strategies.

Financial Impact: Funding to support the contract for state advocacy services is included within the SANBAG FY06-07 Budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee on February 14, 2007. This item has been reviewed and approved by Legal Counsel. (*Chaired by Lawrence Dale*)

Responsible Staff: Jennifer Franco, Director of Intergovernmental and Legislative Affairs

FOR ACCOUNTING PURPOSES ONLY			
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>03-007-02</u> Vendor ID <u>CSALLC</u>	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment
Notes:			
Original Contract: \$ <u>426,000</u> Contingency Amount: \$ _____	Previous Amendments Total: \$ <u>111,000</u> Previous Amendments Contingency Total: \$ _____ Current Amendment: \$ _____ Current Amendment Contingency: \$ _____		
Contingency Amount requires specific authorization by Task Manager prior to release.			
CONTRACT TOTAL →			\$ <u>537,000</u>
↓ Please include funding allocation for the original contract or the amendment.			
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>10/09/02</u> Contract Start: <u>10/01/02</u> Contract End: <u>9/30/06</u>			
New Amend. Approval (Board) Date: <u>9/06/06</u> Amend. Start: <u>10/01/02</u> Amend. End: <u>9/30/08</u>			
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:			
Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) - Unbudgeted Obligation → \$ _____	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, which Task includes budget authority? <u>503CZZ07</u>			
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No			
CONTRACT MANAGEMENT			
Please mark an "X" next to all that apply:			
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private	<input checked="" type="checkbox"/> Non-Local	<input type="checkbox"/> Local <input type="checkbox"/> Partly Local
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____ %			
Task Manager: Jennifer Franco		Contract Manager: Jennifer Franco	

	
Task Manager Signature	Contract Manager Signature
	
Chief Financial Officer Signature	Chief Financial Officer Signature

TO CONTRACT 03007-02

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS
and
California Strategies and Advocacy, LLC

WHEREAS, the San Bernardino Associated Governments, hereinafter referred to as "SANBAG" and Smith, Watts & Co. referred to herein as "CONTRACTOR," have previously entered into a contract effective October 1, 2002, wherein SANBAG engaged CONTRACTOR to provide state advocacy services; and,

WHEREAS, SANBAG and CONTRACTOR desire to amend the Contract to recognize the merger between Smith, Watts & Co. and California Strategies and Advocacy, LLC;

NOW THEREFORE, SANBAG and CONTRACTOR agree to amend the Contract as follows:

1. Smith, Watts & Co will now be referred to as California Strategies and Advocacy, LLC.
2. SECTION XXV. Addresses shall be changed as follows:

CONTRACTOR
California Strategies
980 Ninth Street, Ste. 2000
Sacramento, CA 95814
ATTN: Mark Watts

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
ATTN: Executive Director

3. All other portions of this Contract shall remain in full force and effect and are incorporated herein by this reference.

IN WITNESS WHEREOF, the authorized parties have below signed and executed this Amendment to the Contract, and shall be effective on the date set forth above.

SAN BERNARDINO ASSOCIATED
GOVERNMENTS

California Strategies and Advocacy, LLC

Dennis Hansberger
President

Mark Watts
Partner

Date _____

Date _____

REVIEWED AND RECOMMENDED FOR
APPROVAL

Mark A. Grasso
Executive Director

APPROVED AS TO LEGAL FORM



Jean Rene Basle, SANBAG Counsel

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 11

Date: March 7, 2007

Subject: Right of Way Acquisition and Utility Relocation for State Street/University Parkway Grade Separation.

Recommendation: Increase Authorized amount for Right of Way and Utility Relocations for State Street/University Parkway Grade Separation in an amount not to exceed \$1.15 million. TN 87107000

Background: Beginning in Spring 2006 SANBAG initiated acquiring property identified as required for the State Street/University Parkway grade separation project. The County of San Bernardino Real Estate Services Department (RESO), which is acting as SANBAG's agent for these acquisitions, has advised that due discussions with one business/property owner in project area that a revised appraisal is necessary. RESO staff estimate that a total package increase of \$600,000 should adequately fund SANBAG's offer to the owner. RESO has also advised that through acquisition negotiations, the original funds required for relocation assistance for other parcels was underestimated by \$100,000 and that sum would be necessary to consummate acquisitions.

Additionally, staff has developed costs for utility relocations that are necessary for the project. The estimated cost for utility relocations including Muscoy Water, SCE, Verizon, and Time-Warner is \$405,000.

Financial Impact: This action is consistent with the 2006/ 07 Budget. These costs are fully funded from Traffic Congestion Relief Program funds. TN87107000

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on February 15, 2007. (Meeting Chaired by John Pomierski)

Responsible Staff: Darren Kettle, Director of Freeway Construction

Approved
Board of Directors

Date: March 7, 2007

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 12

Date: March 7, 2007

Subject: Design Cooperative Agreement No. C07191 with Caltrans for State Route (SR) 210 Segment 11 – SR 210/I-215 High Speed Connectors

Recommendation:* Approve Design Cooperative Agreement No. C07191 with Caltrans for the State Route 210 Segment 11 – SR 210/I-215 High Speed Connectors

Background: **This is a new cooperative agreement.** Under state law, SANBAG and Caltrans are required to enter into cooperative agreements for all phases of project development and construction of the Measure I Valley Major Projects Program. This item concerns the cooperative agreement for the design of the SR 210/Interstate 215 high speed connectors. The agreement basically governs the allocation of responsibilities between SANBAG and Caltrans, and stipulates the manner of oversight. It imposes no direct financial obligations on SANBAG, other than the costs of design to which SANBAG has already committed. These are typical design agreements, virtually identical to those previously executed on all other segments of Route 30, Route 71, and I-10.

Financial Impact: A design cooperative agreement generally serves to assign design responsibilities to the respective parties of the agreement and has limited financial impact to the SANBAG 2006/07 Budget. TN 83807000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on February 15, 2007. (*Meeting Chaired by John Pomierski*)

Responsible Staff: Darren Kettle, Director of Freeway Construction

*

Approved
Board of Directors

Date: March 7, 2007

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

SANBAG Contract No. C07191

by and between

the San Bernardino County Transportation Authority

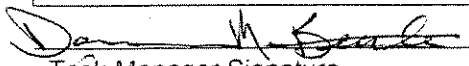
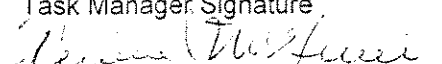
and the

State of California, Dept of Transportation (Caltrans)

for

SR-210 Segment 11 Design Cooperative Agreement

FOR ACCOUNTING PURPOSES ONLY			
<input type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>8-1300</u>	Retention: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment
Notes:			
Original Contract: \$ <u>0</u> Contingency Amount: \$ _____	Previous Amendments Total: \$ _____ Previous Amendments Contingency Total: \$ _____ Current Amendment: \$ _____ Current Amendment Contingency: \$ _____ Contingency Amount requires specific authorization by Task Manager prior to release.		
Contract TOTAL →			\$ <u>0</u>
Please include funding allocation for the original contract or the amendment ▾			
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Amounts</u>
1 _____	_____	1 _____	\$ _____
2 _____	_____	2 _____	\$ _____
3 _____	_____	3 _____	\$ _____
4 _____	_____	4 _____	\$ _____
Original Board Approved Contract Date: <u>03/07/07</u> Contract Start: <u>03/07/07</u> Contract End: <u>12/31/12</u>			
New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____			
If this is a multi-year contract/amendment, please allocate costs among fiscal years:			
Fiscal Year: _____ \$ _____	Fiscal Year: _____ \$ _____	Fiscal Year: _____ \$ _____	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No			
CONTRACT MANAGEMENT			
Please mark an "X" next to all that apply:			
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local			
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____ %			
Task Manager: Darren Kettle		Contract Manager: Abunnasr Husain	

 2-7-07
 Task Manager Signature Date
 2/8/07
 Chief Financial Officer Signature Date

Contract Manager Signature Date

08-SBd-215-KP 14.4/18.6 and
SR-210-KP R34.8/R35.4
Segment 11
Construct State Highway Facilities
EA 444071 and 444081
District Agreement No. 8-1300

DESIGN COOPERATIVE AGREEMENT

This AGREEMENT, entered into effective on _____, 2007, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY, a public
corporation of the State of California, referred to
herein as "AUTHORITY."

RECITALS

1. STATE and AUTHORITY, pursuant to Streets and Highways Code section 130, are authorized to enter into a Cooperative Agreement for improvements to State Highways within the County of San Bernardino.
2. AUTHORITY desires to construct State Route 210 (SR-210)/Interstate 215 (I-215) State Highway facilities, west of Macy Street to "H" Street on SR-210 and south of Muscupiabe Drive to University Parkway on I-215, referred to herein as "PROJECT," and is willing to fund one hundred percent (100%) of all capital outlay and staffing costs, except for those costs mentioned in Recital 3 below, STATE's quality assurance costs for design, and STATE's costs incurred as California Environmental Quality Act (CEQA) Lead Agency in the review of the PROJECT environmental documentation prepared entirely by AUTHORITY.
3. STATE will perform utility relocation, acquire right of way, and provide all Right of Way services for PROJECT at STATE's expense.
4. STATE funds will not be used to finance any of the PROJECT capital and support costs except as set forth in Recital 2 and 3 above.
5. This Agreement supersedes any prior Memorandum of Understanding relating to PROJECT.

6. PROJECT landscape maintenance and construction will be the subject of separate future Agreements.
7. This Agreement will define the roles and responsibilities of the CEQA Lead Agency and CEQA Responsible Agency regarding environmental document studies, and reports necessary for compliance with CEQA. This Agreement will also define roles and responsibilities for compliance with the National Environmental Policy Act (NEPA), if applicable.
8. The parties hereto intend to define herein the terms and conditions under which PROJECT is to be developed, designed, and financed.

SECTION I

AUTHORITY AGREES:

1. To fund one hundred percent (100%) of all PROJECT development costs, including, but not limited to, preliminary engineering, design, and costs incurred for the preparation of contract documents, advertising for bids, and for awarding the construction contract. Said PROJECT development costs do not include STATE's cost for quality assurance, review as the CEQA Lead Agency for the PROJECT's environmental documentation, and Right of Way activities.
2. To perform or have performed on AUTHORITY's behalf, all of the environmental documentation, including all environmental and technical studies for PROJECT and detailed Plans, Specifications, and Estimates (PS&E) in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow, at no cost to STATE, and to submit each to STATE for STATE's review, comment, and concurrence at appropriate stages of development. The final PS&E for PROJECT shall be signed on behalf of AUTHORITY by a Civil Engineer registered in the State of California.
3. To permit STATE to monitor, participate, and oversee the selection of personnel who will conduct environmental and technical studies and prepare the PROJECT environmental documentation, prepare the PS&E, and provide the right of way engineering services. AUTHORITY agrees to consider any request by STATE to discontinue the services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform in accordance with the scope of work, and/or other pertinent criteria.
4. Personnel who prepare the PS&E and environmental documentation, including the environmental studies/reports, shall be made available to STATE, at no cost to STATE, through completion of PROJECT construction to discuss problems which may arise during construction and/or to make design revisions for contract change orders.

5. To make written application to STATE for necessary encroachment permits authorizing entry of AUTHORITY onto the State Highway right of way to perform surveying and other investigative activities required for preparation of the environmental documentation, and/or PS&E.
6. To identify and locate all utility facilities within the area of PROJECT as part of the design responsibility for PROJECT. All utility facilities not relocated or removed in advance of construction shall be identified on the PS&E for PROJECT.
7. To identify and locate all high and low risk underground facilities within the area of PROJECT and to protect or otherwise provide for such facilities, all in accordance with STATE's "Policy on High and Low Risk Underground Facilities Within Highway Rights of Way." AUTHORITY hereby acknowledges receipt of STATE's "Policy on High and Low Risk Underground Facilities Within Highway Rights of Way."
8. To be responsible, at AUTHORITY's expense, for the investigation of potential hazardous material sites within and outside of the existing State Highway right of way that could impact PROJECT as part of performing any preliminary engineering work. If AUTHORITY discovers hazardous material or contamination within the PROJECT study area during said investigation, AUTHORITY shall immediately notify STATE.
9. If AUTHORITY desires to have STATE advertise, award, and administer the construction contract for PROJECT, AUTHORITY shall provide STATE with acceptable plans prepared by AUTHORITY or AUTHORITY's consultant on either 80 min/700mb CDs or DVDs 4.7 GB or 8.5 GB double capacity DVDs using Micro Station Version 08.05.02.47 .dgn files, CaiCE Visual Transportation Version 10. SP5 (CaiCE VT). One copy of the data on CD/DVD, including the Engineers electronic signature and seal, shall be provided to STATE upon completion of the final PROJECT PS&E. STATE reserves the right to modify these CD/DVD requirements and STATE shall provide AUTHORITY advance notice of any such modifications. Files may be submitted on up to five (5) CDs or, if larger, on DVDs. All submittal files shall be compressed and shall be successfully run through AXIOM FILEFIXER software or EDG. Reimbursement to STATE for costs incurred by STATE to advertise, award, and administer the construction contract for PROJECT will be covered in the separate Cooperative Agreement referred to in Article 21 of Section III of this Agreement.
10. All aerial photography and photogrammetric mapping shall conform to STATE's latest standards.
11. A copy of all original survey documents resulting from surveys performed for PROJECT, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to STATE and shall become property of STATE. For aerial mapping, all information and materials listed in the document "Materials Needed to Review Consultant Photogrammetric Mapping" shall be delivered to STATE and shall become property of STATE.

12. All original recorded land title documents created by PROJECT shall be delivered to STATE and become property of STATE.
13. To submit to STATE a list of Caltrans horizontal and vertical control monuments which will be used to control surveying activities for PROJECT.
14. All PROJECT work, with the exception of STATE's right of way activities and STATE's approval of the CEQA environmental documentation, is to be performed by AUTHORITY. Should AUTHORITY request that STATE perform any other portion of PROJECT work, with the exception of STATE's approval of the CEQA environmental documentation and STATE's right of way activities, AUTHORITY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement or a separate executed agreement.

SECTION II

STATE AGREES:

1. At no cost to AUTHORITY, to complete STATE's review and approval, if appropriate, as CEQA Lead Agency of the environmental documentation prepared and submitted by AUTHORITY and to provide quality assurance of all AUTHORITY work necessary for completion of the PS&E for PROJECT done by AUTHORITY, including, but not limited to, investigation of potential hazardous material sites undertaken by AUTHORITY or its designee, and provide prompt reviews and concurrence, as appropriate, of submittals by AUTHORITY, while cooperating in timely processing of documents necessary for completion of the environmental documentation and PS&E for PROJECT.
2. Upon proper application by AUTHORITY, to issue, at no cost to AUTHORITY, an encroachment permit to AUTHORITY authorizing entry onto the State Highway right of way to perform survey and other investigative activities required for preparation of the environmental documentation, and/or PS&E. If AUTHORITY uses consultants rather than its own staff to perform required work, those consultants will also be required to obtain separate encroachment permits that will be issued at no cost upon proper application by the consultants.
3. If any existing public and/or private utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, STATE shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal in accordance with STATE's policy and procedure for those facilities located within the limits of work included in the improvement to the State Highway and in accordance with applicable local jurisdiction's policy for those facilities which are or will be located outside of the limits of the State Highway. The total PROJECT costs of such protection, relocation, or removal within the present or future State Highway right of way shall be determined in accordance with STATE's policies and procedures.

4. To acquire and furnish all right of way, if any, outside of the existing State Highway right of way and to perform all right of way activities including, but not limited to, preparing right of way engineering hard copies, right of way appraisal maps, records of survey and right of way record maps, and all eminent domain activities, if necessary, at no cost to AUTHORITY.
5. To certify legal and physical control of right of way ready for construction and that all right of way parcels were acquired in accordance with applicable State and Federal laws and regulations.
6. To acquire legal title to the right of way, including access rights, if any, free and clear of all encumbrances detrimental to STATE's present and future uses.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission (CTC).
2. The parties to this Agreement understand and agree that STATE's quality assurance is defined as providing STATE policy and procedural guidance through the PROJECT preliminary engineering and PS&E phases that is administered by AUTHORITY. This includes prompt reviews by STATE to assure that all work and products delivered by AUTHORITY conform with STATE standards. Quality assurance does not include any PROJECT related work deemed necessary to actually develop and deliver the PROJECT nor does it involve any validation by the verification and rechecking of any work performed by AUTHORITY and/or its consultants.
3. The parties hereto will carry out PROJECT in accordance with the Scope of Work, attached and made a part of this Agreement, which outlines the specific responsibilities of the parties hereto. The attached Scope of Work may be modified in writing by a formal amendment to this Agreement in the future to reflect changes in the responsibilities of the respective parties. Such modifications shall be concurred with AUTHORITY and STATE by executing an amendment to this Agreement.
4. The Supplement Project Report (SPR) for PROJECT, approved on February 11, 1998, is by this reference, made an express part of this Agreement.
5. The basic design features (as defined in Attachment 3 of the Scope of Work for PROJECT) shall comply with those addressed in the approved SPR, unless modified as required for completion of the ED and/or Federal Highway Administration (FHWA) approval of PROJECT.

6. The design, right of way acquisition, and preparation of environmental documentation and related technical reports/studies for PROJECT shall be performed in accordance with all applicable Federal and STATE standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be considered by STATE for approval via the processes outlined in STATE's Highway Design Manual and appropriate memorandums and design bulletins published by STATE. In the event that STATE proposes and/or requires a change in design standards, implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE's current Highway Design Manual Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with AUTHORITY in a timely manner regarding effect of proposed and/or required changes on PROJECT.
7. STATE will be the CEQA Lead Agency and AUTHORITY will be a CEQA Responsible Agency. The FHWA will be the Federal Lead Agency for NEPA with STATE providing oversight for the NEPA process. AUTHORITY shall assess PROJECT impacts on the environment and AUTHORITY will prepare the appropriate level of environmental documentation and necessary associated supporting technical studies/reports in order to meet the requirements of CEQA and NEPA. AUTHORITY shall submit to STATE all investigative studies and technical environmental reports for STATE's review, comment, and approval and STATE will request FHWA's review and approval. The environmental document and/or categorical exemption/exclusion determination, including the administrative draft, draft, administrative final, and final environmental documentation, as applicable, will require STATE's and FHWA's review, comment, and approval prior to public availability.

If, during preparation of preliminary engineering, preparation of the PS&E, performance of right of way activities, or performance of PROJECT construction, new information is obtained which requires the preparation of additional environmental documentation to comply with CEQA and/or NEPA, this Agreement will be amended to include completion of those additional tasks by AUTHORITY.

8. AUTHORITY agrees to obtain, as a PROJECT cost, all necessary PROJECT permits and/or agreements from appropriate regulatory agencies, unless the parties agree otherwise in writing. If STATE agrees in writing to obtain said PROJECT permits and/or agreements, those said costs shall be paid for by AUTHORITY, as a PROJECT cost.
9. AUTHORITY shall be fully responsible, for complying with and implementing any and all environmental commitments set forth in the environmental document(s), permit(s), agreement(s), and/or environmental approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.
10. If there is a legal challenge to the environmental determination, including supporting technical studies and/or report(s), permit(s), agreement(s), environmental commitments and/or environmental approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.

11. STATE, as a PROJECT cost, shall be responsible for preparing, submitting, publicizing, and circulating all public notices related to the CEQA environmental process, including, but not limited to, notice(s) of availability of the environmental document, studies, and/or determinations and notices of public hearings. Public notices shall comply with all State and Federal laws, regulations, policies and procedures.
12. STATE, as a PROJECT cost, shall be responsible for planning, scheduling, and holding all public meetings/hearings related to the CEQA environmental process, including, but not limited to, public meetings/hearings on the environmental document. If PROJECT is also subject to NEPA compliance, STATE shall coordinate the planning, scheduling, and holding of the public meetings/hearings on the environmental document with FHWA. STATE shall provide AUTHORITY the opportunity to provide comments on any meeting exhibits, handouts or other materials at least ten (10) days prior to any such meetings/hearings. STATE, and if applicable, FHWA, maintain(s) final editorial control of exhibits, handouts or other material to be used at the public meetings/hearings.
13. In the event, AUTHORITY would like to hold separate and/or additional public meetings regarding the PROJECT, AUTHORITY must clarify in any meeting notices, exhibits, handouts or other material that STATE is the CEQA Lead Agency and AUTHORITY is the CEQA Responsible Agency. Such notices, handouts and other materials shall also specify that public comments gathered at such meetings are not part of the CEQA public review process. AUTHORITY shall provide STATE the opportunity to provide comments on any meeting exhibits, handouts or other materials at least ten (10) days prior to any such meetings/hearings. STATE will maintain final editorial control of exhibits, handouts or other materials to be used at the public meeting/hearing solely with respect to text or graphics that could lead to public confusion over CEQA related roles and responsibilities.
14. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.
15. AUTHORITY's share of all changes in development and construction costs associated with modifications to the basic design features as described above shall be in the same proportion as described in this Agreement, unless mutually agreed to the contrary by STATE and AUTHORITY in a subsequent amendment to this Agreement.
16. Any hazardous material or contamination of an HM-1 category found within the existing State Highway right of way during investigative studies requiring remedy or remedial action, as defined in Division 20, Chapter 6.8 et seq. of the Health and Safety Code, shall be the responsibility of STATE. Any hazardous material or contamination of an HM-1

category found within the local road right of way during investigative studies requiring the same defined remedy or remedial action shall be the responsibility of AUTHORITY. For the purpose of this Agreement, hazardous material or contamination of HM-1 category is defined as that level or type of contamination which State or Federal regulatory control agencies having jurisdiction have determined must be remediated by reason of its mere discovery, regardless of whether it is disturbed by PROJECT or not. If AUTHORITY decides to not proceed with PROJECT, STATE shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the existing State Highway right of way and AUTHORITY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right of way. If AUTHORITY and STATE decide to proceed with PROJECT, STATE shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the existing State Highway right of way, except that if STATE determines, in its sole judgment that STATE's cost for remedy or remedial action is increased as a result of AUTHORITY's decision to proceed with PROJECT, that additional cost identified by STATE shall be deemed a part of the costs of PROJECT. AUTHORITY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right of way. STATE will exert every effort to fund the remedy or remedial action for which STATE is responsible. In the event STATE is unable to provide funding, AUTHORITY will have the option to either delay PROJECT until STATE is able to provide funding or AUTHORITY may proceed with the remedy or remedial action at AUTHORITY's expense without any subsequent reimbursement by STATE.

17. The remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within the existing State Highway right of way during investigative studies shall be the responsibility of AUTHORITY, at AUTHORITY's expense, if AUTHORITY decides to proceed with PROJECT. For the purposes of this Agreement, hazardous material or contamination of HM-2 category is defined as that level or type of contamination which said regulatory control agencies would have allowed to remain in place if undisturbed or otherwise protected in place should PROJECT not proceed. AUTHORITY shall sign any HM-2 storage manifest if PROJECT proceeds and HM-2 material must be removed in lieu of being treated in place. If AUTHORITY decides to not proceed with PROJECT, there will be no obligation to either AUTHORITY or STATE other than AUTHORITY's duty to cover and protect HM-2 material left in place.
18. If hazardous material or contamination of either HM-1 or HM-2 category is found on new right of way to be acquired by STATE for PROJECT, AUTHORITY shall be responsible, at AUTHORITY's expense, for all required remedy or remedial action and/or protection. The generator of the hazardous material or, if none can be identified or found, the present property owner, whether a private entity or a local public agency, or STATE, as a last resort, shall sign the manifest.
19. Locations subject to remedy or remedial action and/or protection include utility relocation work required for PROJECT. Costs for remedy and remedial action and/or

protection shall include, but not be limited to, the identification, treatment, protection, removal, packaging, transportation, storage, and disposal of such material.

20. The party responsible for funding any hazardous material cleanup shall be responsible for the development of the necessary remedy and/or remedial action plans and designs. Remedial actions proposed by AUTHORITY on the State Highway right of way shall be pre-approved by STATE and shall be performed in accordance with STATE's standards and practices and those standards mandated by the Federal and State regulatory agencies.
21. A separate Cooperative Agreement will be required to address Landscape Maintenance, and to cover responsibilities and funding for the construction phase of PROJECT.
22. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of State Highways and public facilities different from the standard of care imposed by law.
23. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction conferred upon AUTHORITY and arising under this Agreement. It is understood and agreed that AUTHORITY shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.
24. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction conferred upon STATE and arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless AUTHORITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
25. This Agreement may be terminated or provisions contained herein may be altered, changed, or amended by mutual consent of the parties hereto.
26. Except as otherwise provided in Article 25 above, this Agreement shall terminate upon satisfactory completion (all claims paid, if any) and acceptance of the PROJECT construction contract, or on December 31, 2012, whichever is earlier in time, except those provisions which relate to indemnification, environmental commitments, legal

challenges, ownership, operation and maintenance of PROJECT will not terminate unless expressly so provided in a formal amendment to this Agreement.


SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

WILL KEMPTON
Director

By: _____
MICHAEL A. PEROVICH
District Director

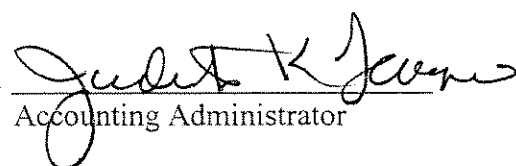
APPROVED AS TO FORM AND
PROCEDURE:

By:  _____
Attorney,
Department of Transportation

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By:  _____
Accounting Administrator

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
DENNIS HANSBERGER
Board President

Attest: _____
VICKI WATSON
Board Secretary

APPROVED AS TO FORM AND
PROCEDURE:

By:  _____
JEAN-RENE BASLE
Counsel

SCOPE OF WORK

This Scope of Work outlines the specific areas of responsibility for construction of State Highway facilities on SR-210 from 0.1 kilometers west of Macy Street to H Street and on I-215 from 0.1 km south of Muscupiabe Drive to University Parkway.

1. AUTHORITY and STATE concur that the proposal is a Category 1 as defined in STATE's Project Development Procedures Manual.
2. The existing Freeway Agreement need not be revised.
3. All phases of PROJECT, from inception through construction, whether done by AUTHORITY or STATE, will be developed in accordance with all policies, procedures, practices, and standards that STATE would normally follow.
4. Detailed steps in the project development process are attached to this Scope of Work. These Attachments are intended as a guide to STATE's and AUTHORITY's staff. If there are any conflicts between the Scope of Work and the terms of the Agreement, the terms of the Agreement shall control.

ATTACHMENT 1 PLANNING PHASE ACTIVITIES			
		RESPONSIBILITY	
		STATE	AUTHORITY
PROJECT ACTIVITY			
1.	ENVIRONMENTAL ANALYSIS & DOCUMENT PREPARATION		
	Provide Quality Control		X
	Provide Quality Assurance	X	
	Establish Project Development Team (PDT)	X	X
	Approve PDT	X	
	Project Category Determination	X	
	Prepare Preliminary Environmental Assessment		X
	Identify Preliminary Alternatives and Costs		X
	Prepare and Submit to STATE Environmental Studies and Reports		X
	Review and Approve Environmental Studies and Reports	X	
	Prepare and Submit administrative Draft Environmental Document (DED) to STATE		X
	Review and approve DED in District	X	
	Submit DED to FHWA (as necessary)	X	
	Circulate, at PROJECT's expense, DED in Compliance with CEQA and NEPA requirements (including distribution to State Clearinghouse (SCH), agencies and others as applicable).		X
	Prepare for Public Meeting Event		X
	Conduct Public Meeting	X	
	Collect comments on circulated DED	X	
	Prepare and submit to STATE administrative Final Environmental Document (FED), including responses to comments received from circulation and preparation of Environmental Commitments Record as applicable, and updates to existing studies (or performance of new studies if required).		X
	Review and Approve FED	X	
	Submit FED (including signature approval of CEQA component) to FHWA for Approval of NEPA component.	X	
	Prepared all applicable Notice Requirements for FED Following CEQA and NEPA Approval	X	
2.	PROJECT GEOMETRICS DEVELOPMENT		
	Provide Quality Control		X
	Provide Quality Assurance	X	
	Prepare Existing Traffic Analysis		X
	Prepare Future Traffic Volumes for Alternatives		X
	Prepare Project Geometrics and Profiles		X
	Prepare Layouts and Estimates for Alternatives		X

		RESPONSIBILITY	
		STATE	AUTHORITY
2.	PROJECT GEOMETRICS DEVELOPMENT CONT.		
	Prepare Operational Analysis for Alternatives		X
	Review and Approve Traffic Analysis (including projected future volumes for Alternatives), Project Geometrics and Operational Analysis	X	
	Prepare Modified Access Report (MAR)		X
	Review and Approve Modified Access Report (MAR) NOTE: Following STATE approval, FHWA approval required before MAR activity completed	X	

ATTACHMENT 2			
DESIGN PHASE ACTIVITIES			
		RESPONSIBILITY	
		STATE	AUTHORITY
PROJECT ACTIVITY			
1.	PRELIMINARY COORDINATION		
	Provide Quality control		X
	Provide Quality Assurance	X	
	Request 1 - Phase EA	X	
	Field Review of Site	X	X
	Provide Geometrics		X
	Approve Geometrics	X	
	Prepare & Submit Geotechnical Design Report		X
	Review & Approve Geotechnical Design Report	X	
	Prepare & Submit Foundation Reports		X
	Review & Approve Foundation Reports	X	
	Prepare & Submit Traffic Management Plan		X
	Review & Approve Traffic Management Plan	X	
	Obtain Surveys & Aerial Mapping		X
	Obtain Copies of Assessor Maps and Other R/W Maps		X
	Obtain Copies of As-Builts		X
	Send Approved Geometrics to Local Agencies for Review (as necessary)	X	
	Revise Approved Geometrics if Required		X
	Approve Final Geometrics	X	
	Determine Need for Permits from Other Agencies	X	X
	Request Permits (NOTE: Type of permit will determine whether STATE or AUTHORITY makes request for specific permit(s).)	X	X
	Initial Hydraulics Discussion with District Staff		X
	Initial Electrical Design Discussion with District Staff		X
	Initial Traffic & Signing Discussion with District Staff		X
	Initial Landscape Design Discussion with District Staff		X
	Plan Sheet Format discussion	X	X
2.	ENGINEERING STUDIES AND REPORTS		
	Provide Quality Control		X
	Provide Quality Assurance	X	
	Prepare & Submit Materials Report & Typical Section		X
	Review and Approve Materials Report & Typical Section	X	
	Prepare & Submit Landscaping Design Recommendation		X
	Review & Approve Landscaping Design Recommendation	X	
	Prepare & Submit Hydraulic Design Studies		X
	Review & Approve Hydraulic Design Studies	X	

		RESPONSIBILITY	
		STATE	AUTHORITY
2.	ENGINEERING STUDIES AND REPORTS CONT.		
	Prepare & Submit Bridge General Plan & Structure Type Selection		X
	Review & Approve Bridge General Plan & Structure Type Selection	X	
3.	R/W ACQUISITION & UTILITIES		
	Provide Quality Control	X	X
	Provide Quality Assurance	X	X
	Request Utility Verification	X	X
	Request Preliminary Utility Relocation Plans from Utilities	X	
	Prepare R/W Requirements		X
	Prepare R/W and Utility Relocation Cost Estimates	X	
	Submit R/W Requirements & Utility Relocation Plans for Review		X
	Review and Comment on R/W Requirements	X	
	Request Final Utility Relocation Plans	X	
	Check Utility Relocation Plans	X	
	Submit Utility Relocation Plans for Approval		X
	Approve Utility Relocation Plans	X	X
	Submit Final R/W Requirements for Review & Approval		X
	Fence and Excess Land Review	X	
	R/W Layout Review	X	
	Approve R/W Requirements	X	
	Certificate of Sufficiency	X	
	Obtain Title Reports	X	
	Complete Appraisals	X	
	Prepare Acquisition Documents	X	
	Acquire R/W	X	
	Open escrows and Make Payments	X	
	Obtain Resolution of Necessity	X	X
	Perform Eminent Domain Proceedings	X	
	Provide Displacee Relocation Services	X	
	Prepare Relocation Payment Valuations	X	
	Provide Displacee Relocation Payments	X	
	Perform Property Management Activities	X	
	Perform R/W Clearance Activities	X	
	Prepare and Submit Certification of R/W	X	
	Approve & Record Title Transfer Documents	X	
	Prepare R/W Record Maps	X	
	Prepare and Submit Preliminary Stage Construction Plans		X
	Review Preliminary Stage Construction Plans	X	
	Calculate and Plot Geometrics		X

		RESPONSIBILITY	
		STATE	AUTHORITY
4.	PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES		
	Cross-Sections & Earthwork Quantities Calculation		X
	Prepare and Submit BEES Estimate		X
	Put Estimate in BEES	X	
	Local Review of Preliminary Drainage Plans and Sanitary Sewer and Adjustment Details		X
	Prepare & Submit Preliminary Drainage Plans		X
	Review Preliminary Drainage Plans	X	
	Prepare Traffic Striping and Roadside Delineation Plans & Submit for Review		X
	Review Traffic Striping and Roadside Delineation Plans	X	
	Prepare & Submit Landscaping and/or Erosion Control Plans		X
	Review Landscaping and/or Erosion Control Plans	X	
	Prepare & Submit Preliminary Electrical Plans		X
	Review Preliminary Electrical Plans	X	
	Prepare & Submit Preliminary Signing Plans		X
	Review Preliminary Signing Plans	X	
	Quantity Calculations		X
	Safety Review	X	X
	Prepare Specifications		X
	Prepare & Submit Checked Structure Plans		X
	Review & Approve Checked Structure Plans	X	
	Prepare Final Contract Plans		X
	Prepare Lane Closure Requirements		X
	Review and Approve Lane Closure Requirements	X	
	Prepare & Submit Striping Plan		X
	Review & Approve Striping Plan	X	
	Prepare & Submit Draft PS&E (NOTE: Unless STATE specifically agrees otherwise, three separate <u>Draft</u> PS&E submittals will be provided, 30%, 65% and 95%. 65% will include all applicable Transportation Management Plan (TMP) information. 95% will include all applicable structure components.		X
	Review and approve Draft PS&E (submittals)	X	
	Finalize & Submit PS&E (100%)		X
	Review and Approve PS&E (100%)	X	
	Complete and Submit Environmental Certification for ready to list (RTL)		X
	Review & Approve Environmental Certification for RTL	X	

ATTACHMENT 3

Basic Design Features:

- Construct State Highway facilities on SR-210 from 0.1 km w/o Macy Street to H Street and on I-215 from 0.1 km s/o Muscupiabe Drive to University Parkway. The PROJECT includes modification of the existing I-215/SR-210 freeway-to-freeway interchange and local road improvements. The PROJECT is to be designed and constructed in two phases. This Agreement involves design of Phase I as described in the SPR approved on December 22, 1997, and a second SPR approved February 11, 1998.
- The design speed for SR-210 has been determined to be 130 kilometers per hour (kph) (eighty [80] miles per hour [mph]). Local street design speed will be determined during the geometric plan development and/or the preliminary design stage.
- SR-210 mixed flow lanes and high occupancy vehicle (HOV) lane widths are 3.6 meters. Standard shoulder widths left and right are 3.0 meters. Standard median width is 7.8 meters. A type sixty (60) concrete median barrier will be constructed at the centerline of SR-210. Local road widths will be determined during the development of the geometric plans.
- A Transportation Management Plan (TMP) will need to be developed for this project. Noise studies will be required and sound attenuation facilities will be required along the PROJECT. The facilities may be provided in the form of sound berms, sound walls, adequate setbacks or other approved sound attenuation methods. Retaining walls will be constructed as needed.
- Mandatory and Advisory Design standards per Caltrans Highway Design Manual (Fifth Edition) are to be implemented in the design of this project.
- Adequate drainage facilities may be needed to intercept and conduct the tributary drainage flows north of the highway around the highway to an approved drainage outlet. Separate on-site facilities will be provided to drain the highway to an approved outlet. Drainage facilities shall be designed in accordance with Caltrans, County of San Bernardino Flood Control District, or the City of San Bernardino requirements, as applicable.
- Adequate right of way for construction of the facilities will be needed including the right of way for the highway, local road crossings and drainage facilities.
- If during the development of PS&E it is determined that construction is required within Burlington Northern Santa Fe (BNSF) Railroad right of way, then all necessary permits will need to be acquired from BNSF Railroad.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 13

Date: March 7, 2007

Subject: Amendment No. 3 to Contract No. 03-013 with LAN Engineering for construction management services for SR 210 and I-10 East Projects including the Live Oak Canyon Interchange.

Recommendation:* Approve Amendment No. 3 to Contract No. 03-013 with LAN Engineering for construction management services for SR 210 and I-10 East projects to include the Live Oak Canyon Interchange in the amount of \$2,514,812 as detailed in the Financial Impact Section and extend the period of performance to June 30, 2009.

Background: This is an amendment to an existing contract. In October 2002, the Board approved Contract No. 03-013 with LAN Engineering to provide construction management services for the multiple SR 210 and Interstate 10 early projects including the Interstate 10 Live Oak Canyon Interchange. LAN Engineering was selected through SANBAG's standard Consultant Selection Policy inclusive of a competitive request for proposal process. Due both to the potential ultimate size of this contract and the special relationships involved in construction management services, as well as the difficulty of terminating a contract, this contract has been structured to allow options of no-fault termination or continuance. The original contract approved by the Board in October 2002 covered what was considered Phase I which included the I-10 Truck Climbing Lane project and the "Early" projects for SR 210. The Board approved amendment No. 1 to the contract in September 2003 that covered Phase II of the work envisioned in the total contract for the SR 210 Mainline. LAN Engineering has performed exceptionally well on Phases I and II of the contract and based on this performance, staff recommends that LAN continue as the construction management consultant for Phase III. Amendment No. 2 addressed the Phase III portion of the project generally

*

Approved
Board of Directors

Date: March 7, 2007

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

consisting of the balance of the construction management services for the three segments of SR 210 mainline construction and the Interstate 10 Median widening project through the city of Redlands.

Construction activity has steadily progressed on all projects that were contemplated as part of the ultimate scope of work of this contract with the exception of the Live Oak Canyon interchange which fell victim to the state transportation funding crisis. The Live Oak Canyon Interchange was initially included as a project in the list of I-10 East projects. When it became apparent that the Traffic Congestion Relief Program (TCRP), the primary funding source for this project, was going to be suspended indefinitely, starting in the Spring of 2002, this project was not included in the final contract scope. Now that the project is proceeding to construction, it is necessary to secure LAN's services to perform construction management services. The scope of work is attached and the contract budget for this item is in an amount not to exceed \$2,514,812. The funding source for this phase of the contract is City of Yucaipa local funds.

Financial Impact: The amendment amount is \$2,514,812 for a total contract amount of \$27,299,594. This action is consistent with the proposed SANBAG 2005/06 Fiscal year budget. TN 0636800 and TN 0643000. Funding Source is TCRP.

Reviewed By: This item was reviewed and recommended for approval (Nuaimi abstained and Christman opposed), by the Major Projects Committee on February 15, 2007. *(Meeting Chaired by John Pomierski)*

Responsible Staff: Darren Kettle, Director of Freeway Construction

SANBAG Contract No. 03-013-03

by and between

San Bernardino County Transportation Authority

and

LAN Engineering Corporation

for

Construction Management Services for SR210, Segments 9-11 and I-10 East Projects

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ <u>8,416,227</u>		Previous Amendments Total: \$ <u>16,368,555</u>		
		Previous Amendments Contingency Total: \$ _____		
Contingency Amount: \$ _____		Current Amendment: \$ <u>2,514,812</u>		
		Current Amendment Contingency: \$ _____		
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →				\$ <u>27,299,594</u>
↓ Please include funding allocation for the original contract or the amendment.				
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
<u>84307000</u>	<u>5553</u>	<u>Local/Yucaipa</u>	_____	\$ <u>100,000</u>
<u>84308000</u>	<u>5553</u>	<u>Local/Yucaipa</u>	_____	\$ <u>1,500,000</u>
<u>84309000</u>	<u>5553</u>	<u>Local/Yucaipa</u>	_____	\$ <u>914,812</u>
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>10/2/02</u>		Contract Start: <u>10/2/02</u>		Contract End: <u>10/2/08</u>
New Amend. Approval (Board) Date: <u>3/7/07</u>		Amend. Start: <u>3/7/07</u>		Amend. End: <u>6/30/09</u>
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>06/07</u> \$ <u>100,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>2,414,812</u>	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? <u>843CZZ07</u>				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: <u>Darren Kettle</u>			Contract Manager: <u>Tom Esswein</u>	

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: O:\a0301303tme-seg.doc

AUTHORITY CONTRACT NO. 03-013-03

AMENDMENT NO. 3

AGREEMENT BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

LIM AND NASCIEMENTO ENGINEERING CORPORATION (LAN)

This AMENDMENT to AUTHORITY CONTRACT No. 03-013 entered into this 7th day of March, 2007 by the firm of Lim and Nasciemento Engineering Corporation (hereafter called CONSULTANT) and the San Bernardino County Transportation Authority (hereafter called AUTHORITY):

WITNESSETH,

WHEREAS, AUTHORITY, under AUTHORITY Contract 03-013, has engaged the services of CONSULTANT to provide construction management services for Route 210 Segments 9-11 and I-10 East projects; and,

WHEREAS, the parties hereto desire to amend the aforesaid contract to expand the scope of services and to increase the contract not to exceed amount so to include the portion of work referred to as SR-210 Segments 9-11 Mainline Projects; and,

WHEREAS, provisions for potentially increasing the Consultant's scope of work at AUTHORITY's option are contained in the original contract; and,

WHEREAS, AUTHORITY desires to exercise its option to increase the contract scope of work and associated contract not-to-exceed amount with this amendment.

NOW THEREFORE, the parties hereto do mutually agree to amend Contract 03-013, as follows:

1. CONSULTANT shall reinsert the scope of services for the reconstruction of the I-10 Live Oak Canyon Road Interchange project in the City of Yucaipa.
2. The not-to-exceed amount of the contract shall be increased by \$2,514,812.35. The overall total contract not-to-exceed amount shall be increased to \$27,299,594.28.
3. Exhibit 1 of this Amendment details the costs associated with the increased scope of work.

4. Except as amended by this Amendment, all other provisions of Contract 03-013 remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

San Bernardino County
Transportation Authority

LAN Engineering Corporation

By: _____
Dennis Hansberger, President
AUTHORITY Board of Directors

By: _____
Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Jean Rene Basle
AUTHORITY Counsel

Date: _____

Contract No. 03-013
Amendment No. 3
Exhibit 1

SANBAG I-10 Live Oak Interchange
Contract Amendment No. 3
LABOR ALLOCATION BY HOURS AND DOLLARS

Personnel Classification	2007				2008				Total
	Person-Month	Person-Hours	Loaded Rate	Amount	Person-Month	Person-Hours	Loaded Rate	Amount	
Project Manager	0.4	67.2	\$234.66	\$15,768.83	0.6	100.8	\$246.39	\$24,835.91	\$40,604.74
RE (Carole Sanders)			\$141.98				\$149.07		
RE (Ken Lonchanch)			\$141.95		12	2016	\$149.05	\$300,481.24	\$300,481.24
Senior Structure Rep (Mario Alarcon)	1.4	235.2	\$142.66	\$33,554.08	12	2016	\$149.00	\$301,986.76	\$335,540.85
Structure Inspector (Jose Torres)	7	1176	\$124.32	\$146,197.06	12	2016	\$130.53	\$263,154.70	\$409,351.76
Inspector (Structure TBD)			\$125.08				\$131.33		
Field Office Engineer (Mario Mazona)	3.5	568	\$114.29	\$37,200.46	12	2016	\$120.00	\$241,921.68	\$309,122.13
Field Office Engineer (Sharon Dearborn)			\$93.59				\$98.27		
Inspector (Civil Road Bridge)	7	1176	\$105.90	\$124,537.17	12	2016	\$111.19	\$224,166.90	\$348,704.06
Inspector (Civil Francis Espino)			\$101.02				\$106.07		
Inspector (Civil Dale Davenport)			\$108.35				\$113.77		
Inspector (Civil Landscape Mark Guillen)			\$118.73				\$124.66		
Inspector (Electrical/Civil Tim Hamblin)	3.5	568	\$111.32	\$65,455.56	12	2016	\$116.88	\$235,640.01	\$301,095.56
Inspector (SWPPP Don Newberry)	3.5	568	\$114.48	\$67,315.83	6	1008	\$120.21	\$121,168.49	\$188,484.32
Inspector (Structure TBD)			\$125.08				\$131.33		
Claims Engineer/Scheduler (Victoria Butler)	1.6	268.8	\$141.75	\$38,103.61	1.2	201.6	\$148.84	\$30,006.59	\$68,110.20
Sub-Total	27.9	4687.2		\$558,132.59	79.8	13408.4		\$1,743,362.26	\$2,301,494.85

ODCs - \$213,317.50
Labor - \$2,301,494.85
Total Amendment- \$2,514,812.35

Note: ODC is estimated based on number of person month for trucks (\$1,200 per month) and collar (\$75 per month) plus \$3,000 per month for telephone, internet services, janitorial services, utilities, water and field office supplies + other miscellaneous.

Exhibit No. 1
(continued)

SANBAG I-10 Live Oak Interchange																											
Contract Amendment No. 3																											
LABOR ALLOCATION BY MONTH (Assuming that Construction is Substantial Completed by December 2008)																											
Year	Month	December 2006 to December 2007												2008												TOTAL	
		D	J	F	M	A	M	J	J	A	S	O	N	D	Subtotal	J	F	M	A	S	O	N	D	Subtotal			
2007	Project Manager						0.1			0.1			0.1		0.4	0.1			0.1			0.1		0.1		0.6	1
	RE (Ken Lorchelich)																										
	Senior Structure Rep (Mario Alarcon)		0.2	0.2				0.2	0.2	0.2	0.2	0.2	0.2	0.2	1.4	1	1	1	1	1	1	1	1	1	1	12	13.4
	Structure Rep / PA (Jose Torres)		1	1	1	1	1	1	1	1	1	1	1	1	7	1	1	1	1	1	1	1	1	1	1	12	19
	Field Office Engineer (Mario Mazzone)		0.5	0.5					0.5	0.5	0.5	0.5	0.5	0.5	3.5	1	1	1	1	1	1	1	1	1	1	12	15.5
	Inspector (Civil TBD)		1	1	1	1	1	1	1	1	1	1	1	1	7	1	1	1	1	1	1	1	1	1	1	12	19
2008																											
	Inspector (Electrical/Civil)		0.5	0.5					0.5	0.5	0.5	0.5	0.5	0.5	3.5	1	1	1	1	1	1	1	1	1	1	12	15.5
	Inspector (SWPPP)		0.5	0.5					0.5	0.5	0.5	0.5	0.5	0.5	3.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	6	9.5	
2008																											
	Claims Engineer/Scheduler (Victoria Bullock)		0.5	0.5					0.1	0.1	0.1	0.1	0.1	0.1	1.6	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	1.2	2.8	
	Total		0.6	4.2	3.9	3.9	3.9	3.9	3.9	3.9	3.9	3.9	3.9	3.9	27.9	6.7	6.6	6.7	6.6	6.7	6.6	6.7	6.6	6.7	79.8	107.7	

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 14

Date: March 7, 2007

Subject: Award of Contract No. 07088 with Caltrop for Construction Management Services for Ramona Avenue and Hunts Lane Grade Separation

*Recommendation:** Award of Contract No. 07088 with Caltrop for Construction Management Services for Ramona Avenue and Hunts Lane Grade Separation Phase I (Ramona Avenue) in an amount not to exceed \$2,215,854.69.

Background: **This is a new contract.** In October 2006 the Board authorized the release of a Request of Qualifications (RFQ) for full service construction management services for the Ramona Avenue and Hunts Lane railroad grade separation project. SANBAG received six Statements of Qualification (SOQ) in response to the RFQ. The construction management consultants that submitted SOQs included:

- Berg and Associates/AEI-CASC/Leighton Group
- Caltrop Corporation/Hernandez, Kroone/Leighton Group
- Harris and Associates/Associated Engineers/CHJ, Inc
- Washington Group/Stantec/Leighton Group
- Parsons, Brinkerhoff/Associated/RMA Group
- LAN Engineering/Coast Surveying/Sequoia

Utilizing a derivation of the SANBAG consultant selection process a committee consisting of one representative from the City of Montclair, one representative from the City of San Bernardino, one representative from the City of Colton, and two SANBAG representatives reviewed and

Approved
Board of Directors

Date: March 7, 2007

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

ranked the proposals. Each Statement of Qualification (SOQ) was rated in five categories, firm qualifications, personnel qualifications, staffing capability, project understanding, and quality assurance/quality control (QA/QC) approach. The selection committee short-listed three teams primarily due to each firm's extensive experience with railroad grade separation projects with specific experience with the Union Pacific Railroad. The three short-listed teams were:

- Berg and Associates
- Caltrop Corporation
- LAN Engineering

Interviews were conducted with the three short-listed firms on January 11, 2007 with a selection panel that consisted of representatives from the identical agencies that reviewed the written SOQs. Again, firms were rated based on firm qualifications, personnel qualifications (with particular attention to relevant projects), staffing capability (depth and availability), project understanding, and QA/QC. While all three firms exhibited a variety of strengths in their presentation and responses during the question and answer period, the selection committee unanimously agreed that the Caltrop Corporation Team was most qualified to perform the work and had the best project understanding of both the Ramona Project and the Hunts Lane Project.

The selection panel unanimously recommends this contract to the Major Projects Committee and the Board of Directors. The contract cost negotiated with Caltrop is consistent with the work included in the scope of work used for the RFQ.

Financial Impact: This action is consistent with the 2006/07 Budget. The funding source for construction management activities is both Prop. 42/TCRP funds and federal funds. TN 87207000 (Ramona Avenue)

Reviewed By: This item was reviewed and recommended for approval (Nuaimi abstained), by the Major Projects Committee on February 15, 2007. *(Meeting Chaired by John Pomierski)*

Responsible Staff: Darren Kettle, Director of Freeway Construction

by and between

San Bernardino County Transportation Authority

and

Caltrop Corporation

for

Construction Management of the Ramona Avenue/UPRR Grade Separation Project

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment
Notes:			
Original Contract: <u>\$2,014,413.69</u>		Previous Amendments Total: \$ <u>0</u>	
Contingency Amount: <u>\$ 201,441</u>		Previous Amendments Contingency Total: \$ <u>0</u>	
		Current Amendment: \$ <u>0</u>	
		Current Amendment Contingency: \$ <u>0</u>	
Contingency Amount requires specific authorization by Task Manager prior to release.			
Contract TOTAL →			\$ <u>2,215,854.69</u>
<i>⚡ Please include funding allocation for the original contract or the amendment.</i>			
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>
87207000	5554	City	
8720800	5554	City	
8720900	5554	City	
			\$ <u>150,000</u>
			\$ <u>1,300,000</u>
			\$ <u>765,854.69</u>
			\$ _____
Original Board Approved Contract Date: <u>3/07/07</u>		Contract Start: <u>3/07/07</u>	Contract End: <u>12/31/09</u>
New Amend. Approval (Board) Date: _____		Amend. Start: _____	Amend. End: _____
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:			
Approved Budget Authority →	Fiscal Year: <u>06/07</u> \$ <u>150,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>2,065,854.69</u>
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, which Task includes budget authority? <u>87207000</u>			
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No			
CONTRACT MANAGEMENT			
Please mark an "X" next to all that apply:			
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local			
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____ %			
Task Manager: Darren Kettle		Contract Manager: Lisa DaSilva	

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

ATTACHMENT "A"

Draft
Scope of Services

By and between

San Bernardino Associated Governments/
San Bernardino County Transportation Authority

And

Caltrop Corporation

To

Provide Construction Management, Material Testing and Construction
Survey Services

For

Ramona Avenue/Union Pacific Railroad Grade Separation Project
and
~~Hunts Lane/Union Pacific Railroad Grade Separation Project~~
(This scope only applies to the Ramona Ave Project)

INDEX

- A. DESCRIPTION OF SERVICES
- B. PERFORMANCE REQUIREMENTS
- C. DUTIES AND RESPONSIBILITIES
 - 1. Pre-construction Services
 - 2. Bid Process
 - 3. Project Administration
 - 4. Construction Coordination
 - 5. Construction Inspection
 - 6. Project Support
 - 7. Cost and Schedule
 - 8. Change Orders and Claims
 - 9. Safety
 - 10. Project Close Out
- D. DELIVERABLES
- E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT
- F. MATERIALS TO FURNISHED BY AGENCY
- G. STANDARDS
- H. LIMITATIONS TO AUTHORITY
- I. THIRD PARTY RELATIONSHIPS
- J. CONSTRUCTION SITE SAFETY
- K. BASIS FOR SURVEY AND MONUMENT MARKING
- L. PERSONNEL QUALIFICATIONS

A. DESCRIPTION OF SERVICES

The San Bernardino Associated Governments (SANBAG) will utilize the services of CONSULTANT to support the construction activities as described below. The scope of services is for the Ramona Avenue/Union Pacific Railroad (UPRR) Grade Separation Project and the Hunts Lane/UPRR Grade Separation Project, which is anticipated to go out to bid in the Spring of 2007 and the Fall of 2008, respectively. CONSULTANT will provide construction management, materials testing, and construction surveying for the projects. Due to the varying types of funds, a separate contract will be executed for each project. A description of the projects is given below.

RAMONA AVENUE/UPRR GRADE SEPARATION PROJECT

The Ramona Ave./UPRR grade separation project proposes to construct a 267 foot long, three span, concrete box girder bridge over the UPRR tracks replacing the existing at-grade crossing. The project is located on Ramona Ave. between Mission Blvd. and Holt Blvd. in the City of Montclair. The project has two major phases; street and drainage improvements, and bridge construction.

The street improvements include reconstruction of the Dale St/Ramona Ave intersection, Camulos Ave/State St intersection, Kimberly Ave/Brooks St intersection, paving, utility relocation, and detour construction.

Ramona Ave will be closed during the bridge construction and traffic will be detoured to Mission Blvd, Monte Vista, and Holt Blvd. The bridge will span two existing and two future UPRR tracks. The construction will be completed in approximately 24 months. The Ramona Ave./UPRR Grade Separation construction is expected to be near completion prior to constructing the Hunts Lane/UPRR Grade Separation.

HUNTS LANE/UPRR GRADE SEPARATION PROJECT

The Hunts Lane/UPRR grade separation project proposes to construct a 36 m (118 foot) single span, concrete, box girder bridge over UPRR replacing the existing at grade crossing. The bridge will be constructed on essentially the same alignment as existing Hunts Lane and will have four vehicle travel lanes (two lanes in each direction), a sidewalk, and a Class 2 (on road striped) bicycle lane on each side. The approaches are proposed as retained fill.

UPRR is proposing three new spur tracks west of Hunts Lane. The proposed bridge will span the existing tracks and will not impact railroad operations, including the proposed additional spur tracks.

The intersection of Club Center Drive and Hunts Lane will be eliminated; Club Center Drive will be constructed as a cul-de-sac at Hunts Lane. Oliver Holmes Road, Commercial Road, and Riverwood will remain connected to Hunts Lane and will be raised to match the grade of the newly elevated Hunts Lane. The proposed roadway profile will maintain these intersections and will provide for the existing driveways at several key locations.

Drainage improvements include modifications to the street storm drain system near the Commercial Road intersection to combine existing storm drains into one drainage line. Utilities located within Hunts Lane, including the high-voltage power transmission lines, will require relocation; however, some will remain under fill used to elevate the roadway.

Hunts Lane will be closed during construction and traffic will be detoured along Washington Street, Waterman Avenue, and Redlands Boulevard. Construction of the project will take approximately 16 months.

The Ramona Avenue/UPRR and Hunts Lane/UPRR Grade Separation Projects, as described by the plans and specifications, shall include construction of roadways, bridges, drainage facilities, and retaining walls. CONSULTANT shall provide qualified construction management and inspection, materials testing and construction surveying personnel to perform a wide variety of construction management, support and contract administration duties as outlined in this Scope of Services for the Project.

The SANBAG Contract Manager for this contract will be:

Mr. Darren Kettle
Director of Freeway Construction

SANBAG has selected Fluor Corporation as Program Manager for the Measure I Valley Major Projects. This Project is part of that program. As part of the overall SANBAG/Fluor Program Management staff, SANBAG has also designated a Construction Manager to coordinate all construction activities. The CONSULTANT shall report to and receive direction from SANBAG through the Contract Manager, or his designees. The SANBAG Construction Manager is responsible for coordination of all SANBAG construction activities and for coordinating the efforts of the total construction team. The SANBAG Project Managers will be the main contact and primary source of information between SANBAG, cities, outside agencies, supporting consultants and the public for the individual construction projects.

B. PERFORMANCE REQUIREMENTS

Construction Management: CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SANBAG. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. It is recommended that, in addition to a Project Manager, a single point of contact or Senior Resident Engineer be assigned to direct and coordinate construction activities under this contract. Other Resident Engineers or Assistants may be assigned to each specific project or project responsibilities as needed. Resident Engineers shall be Civil Engineers, registered in the State of California. The Resident Engineers shall be in responsible charge of construction activity within his/her project.

The number of CONSULTANT personnel assigned to the project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the project schedule, project requirements, and construction activities. The duration of the assignments may vary from a minimum of one (1) week to the full term of the Project. CONSULTANT personnel shall be made available within one (1) week from written notification by SANBAG to a maximum of six (6) weeks after local agency acceptance of the Project.

Resumes of personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. SANBAG and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by SANBAG. If, in the opinion of SANBAG, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services

has been demonstrated. If, at any time, the performance of CONSULTANT personnel is unsatisfactory to SANBAG, SANBAG may release him/her by written notice and may request another qualified person be assigned.

If CONSULTANT personnel are on leave of absence, the Project Manager shall provide approved, equally qualified replacement personnel until the assigned personnel returns to the Project.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The Project Manager, with concurrence from SANBAG, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. All overtime required by CONSULTANT personnel shall be approved and authorized by SANBAG prior to each occurrence.

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SANBAG, State, and City officials during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

CONSULTANT shall monitor for Contractor's compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

CONSULTANT personnel shall assist SANBAG and local agencies in obtaining compliance with the safety and accident prevention provisions of the projects. Local agencies will retain jurisdictional control for traffic control.

CONSULTANT will assist SANBAG in obtaining compliance with the equal opportunity provisions of the projects.

All services required hereunder shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions. For the Ramona Ave./UPRR project, the non-bridge work shall be performed in accordance to the Standard Plans and Specifications for Public Works Construction (Greenbook).

Materials Testing: The number of field testing personnel assigned to the project will vary throughout the duration of the construction contract. CONSULTANT personnel will be assigned as needed by the Resident Engineers to meet the schedule of the construction contractor.

It is anticipated that at least one field technician will be required throughout the construction contract period. At times, additional technicians may be required to provide support for on-going construction activities. The duration of assignments could vary from a minimum of a few days to the full term of the project. CONSULTANT personnel will be available within one (1) day of written notification by SANBAG.

It is the intent of SANBAG to maintain a consistency of material testing quality throughout each phase of each project. CONSULTANT is therefore encouraged to provide, where ever and whenever

possible, the same field personnel for the duration of construction of each project. It is also important that the senior technician(s) assigned to the project become and be completely familiar with the prior testing requirements and assignments for the entire project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the SANBAG Construction Manager.

Resumes of materials testing personnel must be submitted to SANBAG for review and approval prior to assignment to a project. If, at any time, the level of performance of any testing personnel is below expectations, SANBAG may release that field person and request that another be assigned as needed.

If a member of CONSULTANT's personnel is on a leave of absence, CONSULTANT's project manager will provide an equally qualified replacement employee until the original member returns to work. The replacement employee will meet all the requirements of a permanently assigned employee.

All personnel will be knowledgeable of, and comply with, all applicable local, Greenbook, Caltrans, Union Pacific Railroad and federal regulations; cooperate and consult with SANBAG and local agency officials during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the project plans and specifications. CONSULTANT's personnel will keep records and document the work as directed by Resident Engineer.

CONSULTANT shall monitor for Contractor's compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

CONSULTANT personnel shall assist SANBAG and local agencies in obtaining compliance with the safety and accident prevention provisions of the projects. Local agencies will retain jurisdictional control for traffic control.

CONSULTANT will assist SANBAG in obtaining compliance with the equal opportunity provisions of the projects

All services required hereunder will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards, and the Standards for Public Works Construction. For the Ramona Ave./UPRR project, the non-bridge work shall be performed in accordance to the Standard Plans and Specifications for Public Works Construction (Greenbook).

Construction Surveying: CONSULTANT will furnish surveying crew(s) to perform construction surveys for each project. The number of survey crew(s) assigned to each project will vary throughout the duration of the construction contract, but it is anticipated that a minimum of one (1) survey crew may be required throughout the construction of each project. Additional crews may be required to provide support for construction activities. The duration of assignments could vary from a minimum of a few days to the full term of the project. CONSULTANT personnel will be assigned as needed by the Resident Engineer(s) to meet the schedule of the construction contractor.

It is the intent of SANBAG to maintain a consistency of construction survey quality throughout each phase of each project. Therefore, CONSULTANT is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s) assigned to a project be completely familiar with the survey requirements and the assignments for the project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the Resident Engineer.

Construction surveying will not be performed when conditions such as weather, traffic, and other factors prevent safe and efficient operation.

Resumes of CONSULTANT personnel and certification must be submitted to SANBAG for review. CONSULTANT personnel must be approved by SANBAG prior to assignment to a project. SANBAG and CONSULTANT will have the responsibility of determining the quality and quantity of work performed by CONSULTANT personnel. If, at any time, the level of performance by CONSULTANT personnel is below expectations, SANBAG may release the survey crew member and request that another be assigned (as needed).

If CONSULTANT's survey crew personnel assigned to the project is on a leave of absence, the Project Manager will provide an equally qualified replacement(s) until the original employee(s) returns to work. The replacement will be required to meet all the requirements of the permanently assigned employee.

CONSULTANT personnel will:

- Be knowledgeable of, and comply with all, applicable local, Caltrans, state, and federal regulations.
- Cooperate and consult with SANBAG officials during the course of the contract.
- Perform duties as may be required to assure construction is performed in accordance with the project plans and specifications.
- Keep records and document work as directed by the SANBAG Resident Engineer(s).

All services required hereunder will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards, and the Standards for Public Works Construction. For the Ramona Ave./UPRR project, the non-bridge work shall be performed in accordance to the Standard Plans and Specifications for Public Works Construction (Greenbook).

C. DUTIES AND RESPONSIBILITIES

It is noted and acknowledged that the Projects will be executed under separate construction contracts as described in the Project Description. Where the terms "Project" and "Contractor" are used herein, they shall apply to both projects and Contractors.

1. Pre-construction Services

a. Plan Review

CONSULTANT shall review construction contract documents prior to construction. Tasks include review of plans, specifications, technical reports, resident engineer's pending files, and associated items in order to verify completeness and consistency throughout the Project. At minimum, CONSULTANT shall check for quantity discrepancies, potential conflicts, constructability, and consistency between plans, specifications and pay items.

b. Schedule

CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to SANBAG, as appropriate, to ensure efficiency of Contractor and CONSULTANT operations and safe and expeditious completion of the Project.

c. Budget

CONSULTANT shall review the Project estimate and provide recommendations to SANBAG, as appropriate, to ensure efficient utilization of funds and control of project costs.

2. Bid Process

a. Bid Documents

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

1. Review of bid documents
2. Preparation of bid tabulations

b. Pre-construction Meetings

CONSULTANT shall assist SANBAG in conducting one or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, the design engineer, cities, utility companies, and developers.

c. Contract Award

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

1. Review of bid for completeness and responsiveness
2. Perform bid analysis
3. Development of contractor payment schedules, and other procedural items.
4. Checking Contractor references, licenses, insurance, and sureties.
5. Coordination with prospective Contractor for award of construction contract(s).
6. Check DBE advisory availability percentage

All processes will be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and Local Assistance Procedure Manuals and the Greenbook.

3. Project Administration

- a. CONSULTANT shall administer project construction contracts using Caltrans Construction Manual as a guideline.
- b. CONSULTANT shall conduct regular project coordination meetings with Contractors, SANBAG, local agencies, and design engineer, as appropriate.
- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SANBAG for approval.
- d. CONSULTANT shall establish and maintain Project records. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SANBAG and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.
- e. CONSULTANT shall establish and maintain a filing system for each Project using the Caltrans Construction Manual as a guideline.
- f. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SANBAG to conditions that may lead to delays in completion of the Project.
- g. CONSULTANT shall prepare and submit a monthly Activity Summary Report for each project. The activity report shall include construction activity, accomplishments, and status of project budget and schedule.
- h. CONSULTANT shall review and ensure compliance with environmental requirements.
- i. CONSULTANT shall participate in partnering sessions with the Contractors, SANBAG, and Local Agencies, as required.
- j. CONSULTANT shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual and the Greenbook quality standards as appropriate.
- k. CONSULTANT shall review Contractors' certified payroll records and assist SANBAG with labor compliance.
- l. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
- m. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).

4. Construction Coordination

- a. CONSULTANT shall provide a minimum of one qualified Senior Resident Engineer and other qualified Resident Engineers, as needed to effectively manage Project.
- b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SANBAG, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between design engineers, cities, and the public.
- c. CONSULTANT shall maintain regular contact with SANBAG's Construction Manager.
- d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.
- e. CONSULTANT shall review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SANBAG. Should SANBAG determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.
- f. CONSULTANT shall provide all required monitoring, coordination, and tracking of construction progress to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.
- g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the Construction Manager. CONSULTANT shall log and track all submittals and requests.
- h. CONSULTANT shall provide a qualified SWPPP coordinator who shall review contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SANBAG. CONSULTANT shall cooperate with monitoring agency inspections and field reviews.
- i. CONSULTANT shall coordinate the implementation of any changes with the Construction Manager and the design engineer.
- j. CONSULTANT shall review and approve falsework and shoring plans.
- k. CONSULTANT shall review and approve Traffic Control Plans.
- l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

5. Construction Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City, local agency, and railroad personnel are notified and present as required throughout the Project. CONSULTANT shall notify SANBAG immediately regarding any directives, recommendations, notices, etc. received from agencies other than SANBAG.
- b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
- c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SANBAG any and all defects or deficiencies in the materials or workmanship used in the Project.
- d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, the Standard Plans and Specifications for Public Works Construction (Greenbook), and UPRR construction and safety standards. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be familiar with the construction requirements of Storm Water Pollution Prevention Program.
- e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
 1. Paving and subgrade inspection, structures and foundation inspection, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
 2. Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
 3. Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
 4. Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
 5. Preparing construction sketches, drawings, and cross-sections, as necessary.
 6. Assisting in the preparation of as-built plans.

7. Providing inspections for environmental compliance.
 8. Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
 9. Monitoring Contractors' compliance with applicable regulations required by AQMD.
 10. Other duties as may be required or reasonably requested.
6. Project Support

a. Construction Surveys

CONSULTANT shall perform construction surveying services, field calculations, and home office calculations to support construction of the projects. CONSULTANT may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed projects. The Resident Engineer will assign survey work to the CONSULTANT by issuing a "Request for Survey Services". Requests may include, but not be limited to, the following types of surveys and related services:

I. Construction Surveys

CONSULTANT shall assist the Resident Engineer in all phases of construction staking and calculations as needed.

- a. Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.
- b. Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.
- c. Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.
- d. Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.
- e. Perform construction staking, including but not limited to:
 - Utility relocations.
 - Clearing limits.
 - Slope staking.
 - Storm drain, sanitary sewer, and irrigation systems.
 - Drainage structures.
 - Curbs, gutters, and sidewalk.
 - Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.).

- Rough grade.
- Finish grade.

f. Monitor for settlement if required.

g. Global Positioning Satellite (GPS) equipment shall be made available if required by SANBAG.

II. Grid Grades

Grid grade data shall provide pavement elevations at the station line, the left edge of pavement, the right edge of pavement, and the right edge of travel way at 25 foot intervals for travel lanes.

III. Open Ended Traverses and Profile Data Sheets

Separate open-ended traverse calculations and point maps shall depict plan data for station lines, utility lines, wall layout lines, and abutment/bent alignment. Specific information to be shown will be part numbers, coordinates, bearings, and curve data.

Profile data sheets are required for all profiles shown on the plans identifying vertical design elements such as grade, point of intersection (PI) location, beginning of vertical curve (BVC) location, end of vertical curve (EVC) location, and curve length.

IV. Three Line Profiles

Separate profile plots are required for the left edge of pavement, the right edge of pavement, and the edge of shoulder for all travel lanes.

V. Right of Way Lines

a. Existing right of way and easements will be established from Local Agency's record information and existing monumentation.

- Right of way monumentation shall be renewed and restored in accordance with the appropriate standard; Section 2-9.1, of the Greenbook "Permanent Survey Markers" or Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.

- Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act.

- Perpetuate existing monumentation.

Includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.

b. New right of way and easements will be established from plans, right of way maps, utility drawings, and Local Agency record information, and existing monumentation.

- Right of Way Surveys

Includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and easement lines, staking for right of way and easement fences.

- Final monumentation

Includes setting of centerline points of control upon completion of construction.

VI. Special Design – Data Surveys

Includes drainage, utility, and surveys required for special field studies.

VII. Control Survey

Includes project control surveys, aerial mapping control surveys, horizontal and vertical control surveys. In addition control surveys will include restoration, renewal, reference, relocation, and resetting of existing control monumentation. The CONSULTANT will be required to provide horizontal and vertical control at the end of each bridge.

VIII. Topographic Surveys

Topographic surveys will normally be compiled by ground survey methods only. CONSULTANT will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements. CONSULTANT shall coordinate all staking and verify accuracy. CONSULTANT shall ensure timely coordination of all staking requests from the Contractor.

b. Materials Testing and Geotechnical Services

CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to the appropriate (California State Department of Transportation (Caltrans) or Standards for Public Works Construction (Greenbook)) standards, specifications, and special provisions for material quality and workmanship.

Field and laboratory testing is to be performed in accordance with the applicable standards.

CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Relations

SANBAG may retain a public relations firm to implement a public awareness program for both grade separation projects. SANBAG shall coordinate public awareness for the grade separation projects directly in conjunction with the local agencies. The SANBAG Public Information Officer (PIO) will manage all public awareness activities for these Projects. CONSULTANT shall cooperate with SANBAG's PIO and its public relations firm in the dissemination of appropriate Project information as appropriate. Should CONSULTANT Resident Engineers receive complaints from the public or other entities, he/she shall promptly notify SANBAG's PIO. CONSULTANT shall maintain a log of all complaints and inquiries. When appropriate, CONSULTANT shall direct the Contractor to remedy complaints in a timely manner.

d. Permits

CONSULTANT shall review each project for permit compliance and coordinate with SANBAG, the design engineer, and other SANBAG consultants to ensure that necessary permits are obtained. CONSULTANT shall assist SANBAG in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

7. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

1. Contract pay item quantities and payments
2. Contract change orders
3. Supplemental work items
4. Agency furnished materials
5. Contingency balance
6. Project budget

b. CONSULTANT shall review and monitor Contractor's schedule and inform SANBAG of any significant changes or deviations in the schedule.

c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel. In cooperation with SANBAG, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Contract Change Orders and Claims

a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SANBAG shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.

- b. CONSULTANT shall attempt to avoid all unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SANBAG prior to its preparation. Unless directed otherwise by SANBAG, the preferred method of payment for Contract Change Orders should be as follows
 - 1. Agreed Price
 - 2. Adjustment in compensation to a bid item
 - 3. Time and materials or Force Account
- c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims, and implement claims avoidance processes.
- d. CONSULTANT shall assist SANBAG, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SANBAG or the Project.

9. Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

- a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide monthly CONSULTANT status of safety reports.
- b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.
- c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.
- d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, as applicable.
- c. CONSULTANT shall review and verify completeness of as-built drawings.
- d. CONSULTANT shall conduct a final walk-through with SANBAG, Local Agencies, Contractors, and design engineers.

- e. CONSULTANT shall prepare final construction reports including the Project Completion Report.
- f. CONSULTANT shall prepare and deliver to SANBAG all project files.
- g. CONSULTANT shall assist SANBAG and Contractor in obtaining final release of all project permits.

D. DELIVERABLES

- 1. Inspector daily reports, extra work diaries, and Resident Engineers' daily diaries
- 2. Monthly Project Activity Summary Reports
- 3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
- 4. Contractor final payment documents, delivered to SANBAG no later than ten (10) working days after acceptance by SANBAG of the completed construction projects
- 5. Project Completion Report
- 6. All project files, project reports, correspondence, memoranda, shop drawings, project logs, change order data, claims and claim reports, and Contractor payment records
- 7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates
- 8. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test method. Failing tests will be immediately reported to the SANBAG Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all results will be kept.
- 9. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
 - a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
 - b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
 - c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SANBAG. A copy of all survey documents furnished by SANBAG shall be retained by CONSULTANT for future reference.

When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.

- d. Deliverables to the Resident Engineer shall follow the format specified below:
- Horizontal Control
 - Alpha numeric hard copy point listing with adjusted California Coordinate System northing and eastings and the appropriate descriptions.
 - Vertical Control
 - Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
 - Topography
 - Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by the jurisdictional cities for each project.

Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:

1. Conventional Cross – Sections (each cross – section):
For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by the jurisdictional cities for each project.
 2. Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):
Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided on magnetic tape or disks and shall be in a format compatible with the systems utilized by the jurisdictional cities of each project.
- e. Data Collector Data
If specifies in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements
- f. Other

As specified in the survey request.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials,

supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SANBAG.

2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.
3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).
5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
 - a. An on-site mobile laboratory or laboratory in close proximity to the project will be required. The type and location of the lab should be such that it can meet the needs of the project in an efficient, time effective manner. The type and location of the lab should be such that it can meet the needs of the project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
 - b. CONSULTANT's personnel will be provided with radios, mobile phones, or other means to assure full-time communication. CONSULTANT vehicles will have flashing lights, visible from the rear, with a driver control switch. Vans without side windows will not be used. SANBAG furnished magnetic logos will be affixed to each side of the vehicle at all times the vehicle is being used for the work under this contract.

Each vehicle is to be fully contained with all necessary equipment and supplies necessary to perform the field sampling and tests required.

- c. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
 - d. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual or the Greenbook, as applicable.
6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:
 - a. Survey vehicles:

Survey vehicles will be suitable to perform the required work in varying terrain and

conditions encountered on the project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.

b. Data Processing Systems:

Data processing systems shall include hardware and software to:

- Performing survey and staking calculations from the design plans and specifications;
- Reduce survey data collected with conventional and total station survey systems;
- Perform network adjustments for horizontal and vertical control surveys;
- Format survey data to be compatible with the Caltrans computer survey and data system.

c. Drafting equipment and supplies.

d. Digital calculators.

e. Hand tools as appropriate for the requested survey work.

f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).

g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.

h. Leveling instruments and equipment:

- Self-leveling level. Precision: standard deviation in one mile of double run leveling 0.005 feet or less.
- Suitable level rods for the work to be performed.

i. Distance measuring instruments and equipment:

- Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
- Prisms, sufficient to perform the required work.
- Tapes; steel, cloth.

j. Angle measuring instruments and equipment:

- Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
- Targets as required to perform the work.

k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.

- l. Radio or cellular communications equipment for communication between field office and field crews.
- m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

F. MATERIALS TO BE FURNISHED BY SANBAG

- 1. SANBAG will provide copies of all Project construction documents including plans, special provisions, reports, designer prepared resident engineer files, and contracts.
- 2. SANBAG will provide copies of all previously secured permits and Project authorizations.
- 3. Consultant will provide office space, telephones, desks, chairs, computers, and appropriate office equipment.
- 4. Appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".
- 5. Magnetic SANBAG logos to be affixed to CONSULTANT vehicles.

G. STANDARDS

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Project bid documents, special provisions, plans, current annuals, and Greenbook standards including:

- 1. Construction Manual and its revisions
- 2. Bridge Construction Records and Procedures Manual
- 3. Quality Assurance Program Manual
- 4. Manual of Traffic Controls for Construction and Maintenance Work Zones
- 5. Caltrans Standard Specifications and Standard Plans.
- 6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
- 7. Manual of Test (3 volumes)
- 8. Survey Manual
- 9. District 8 Standard Staking Procedures Manual

10. Standard Specifications and Standard Plans for Public Works Construction.

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyor's Act. In accordance with the Land Surveyor's Act, "responsible charge" for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order (modified) accuracy standards as specified in the Caltrans "Survey Manual".

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the "Survey Request's" standard shall govern.

The Resident Engineer and SANBAG will decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. Any CONSULTANT employee who does not perform adequately will be replaced if directed by the SANBAG Construction Manager.

H. Availability and Work Hours

The typical workday includes all hours worked by SANBAG's construction Contractor. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CONSULTANT's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SANBAG Construction Manager. When possible, the Resident Engineer will provide 8 hours advance notice if consultant services are not required.

Unless otherwise directed by SANBAG, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when directed in writing by SANBAG.

Once the notice to proceed has been issued, CONSULTANT will immediately begin all material testing. Once services begin, the CONSULTANT will proceed diligently until all required services have been satisfactorily completed.

Once the "Notice to Proceed" is issued, CONSULTANT will immediately begin all Services. Once Services begin, CONSULTANT will proceed diligently until all required Services have been satisfactorily completed.

H. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by SANBAG.
3. Conduct or participate in tests or third party inspections; except as authorized in writing by SANBAG.
4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.
5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.
6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
7. Verbally authorize or approve change orders or extra work for the Project.
8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

I. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for specific projects that are a portion of the Measure I Valley Major Projects Program within San Bernardino County. In the development of the Project, SANBAG has worked closely with various professional consultants, agencies, and others in the preparation of the construction documents and other Project related materials. SANBAG, however, is solely responsible for and will be the sole point of contact for all contractual matters related to these Projects. CONSULTANT shall take direction **only** from SANBAG and shall regularly inform **only** SANBAG of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with City or County representatives, the design engineer, Project consultants, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SANBAG enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SANBAG. All oral and written communication with outside agencies or consultants related to the project shall be directed only to SANBAG. Distribution of Project related communication and information shall be at the sole discretion of SANBAG representatives.

J. CONSTRUCTION SITE SAFETY

In addition to the requirements specified elsewhere in this contract, the following also will apply.

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.
2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange

vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.

3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including work on and near highways and railroads.
4. All safety equipment will be provided by CONSULTANT.

K. BASIS FOR SURVEY AND MONUMENT STAKING

SANBAG will designate the existing horizontal and vertical control monuments that are the basis of CONSULTANT performed surveys. SANBAG will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT shall adjust CONSULTANT performed surveys to be the designated control monuments and the values.

Monuments established by CONSULTANT shall be marked by CONSULTANT with furnished disks, plugs, tags. In addition, CONSULTANT shall identify CONSULTANT established monuments by tagging or stamping the monuments with the license or registration number of CONSULTANT'S surveyor who is in "responsible charge" of the work.

L. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments shall be subject to approval by SANBAG. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the project shall have the following minimum qualifications:

1. Project Manager

Minimum qualifications shall be as follows:

- a. Six (6) years project management experience on similar construction projects.
- b. Accessible to SANBAG at all times during normal working hours.
- c. A thorough understanding of Caltrans construction practices and procedures.

The Project Manager will assume the following functional responsibilities:

- a. Review, monitor, train, and provide general direction for CONSULTANT personnel.
- b. Assign personnel to projects on an as-needed basis.
- c. Administer personal leave.
- d. Prepare monthly reports for delivery to SANBAG.

2. Senior Resident Engineer

Minimum qualifications shall be as follows:

- a. Eight (8) years resident engineer experience on similar construction projects.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SANBAG at all times including weekends and holidays.
- e. Thorough understanding of Greenbook and Caltrans field methods, practices, and construction office procedures.

The Senior Resident Engineer will assume the following functional responsibilities:

- a. Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
- b. Assign field personnel to specific project tasks.
- c. Monitor and track Contractor progress.
- d. Prepare daily, weekly and monthly reports as required.
- e. Coordinate utility relocations with appropriate agencies and the utility inspector.
- f. Act as prime field contact between various project Contractors and SANBAG's Construction Manager.

3. Resident Engineer

Minimum qualifications shall be as follows:

- a. Four (4) years resident engineer experience on similar construction projects.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SANBAG at all times including weekends and holidays.
- e. Thorough understanding of Greenbook and Caltrans field methods, practices, and construction office procedures.

The Resident Engineer shall act under the direction of the Senior Resident Engineer and will

assume the following functional responsibilities:

- a. Monitor and provide daily direction to CONSULTANT inspection personnel.
- b. Assign field personnel to specific project tasks.
- c. Monitor and track Contractor progress.
- d. Prepare daily, weekly and monthly reports as required.
- e. Coordinate utility relocations with appropriate agencies.
- f. Act as prime field contact between SANBAG's Construction Manager and the various project Contractors.

3. Lead Field Inspector

Minimum qualifications shall be as follows:

- a. Six years (6) construction inspection experience in public works or similar projects or a four-year degree in the field of civil engineering, transportation and four years of similar construction experience.
- b. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Ability to direct the efforts of subordinate inspectors.
- e. Understanding of Greenbook and Caltrans field and construction office procedures.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Lead Field Inspector will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.
- b. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- c. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- d. Maintain accurate and timely project records. Perform quantity calculations for

progress pay estimates.

- e. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- f. Provide input for the redesign of facilities to fit existing field conditions.
- g. Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

4. Field Inspector

Minimum qualifications shall be as follows:

- a. Two years construction inspection experience in public works or similar projects or a four-year degree in the field of civil transportation engineering.
- b. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.
- c. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.
- d. Understanding of Greenbook and Caltrans construction methods and practices.
- e. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Field Inspector will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project construction.
- b. Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- c. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- d. Perform quantity calculations for progress pay estimates and maintain Project records.
- e. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- f. Provide input for the redesign of facilities to fit existing field conditions.
- g. Perform labor compliance interviews of the Contractors' personnel.

5. Structural Representative or Lead Structural Inspector

Minimum qualifications shall be as follows:

- a. Six (6) years of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Knowledge of stress analysis, structural mechanics, and strength of materials.
- d. Knowledge of Caltrans construction practices and the physical characteristics and properties of various bridge construction materials including concrete.
- e. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, falsework, and shoring. Additional construction experience in the following areas is also needed: bridge retrofit, deep excavations, hard driving conditions, and deep foundations.
- f. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.
- g. Ability to direct the efforts of subordinate inspectors.
- h. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- i. Thorough understanding of Greenbook and Caltrans field methods, practices, and construction office procedures.

The Structural Representative shall assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.
- b. Make grade, alignment, quantity, falsework, and shoring calculations.
- c. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- d. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.
- e. Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

- f. Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.
- g. Direct subordinate inspectors.

6. Structural Inspector

Minimum qualifications shall be as follows:

- a. A minimum of two (2) years of bridge design or structural construction inspection as related to Caltrans or major public works projects or a four-year degree in civil or structural engineering.
- b. Knowledge of stress analysis, structural mechanics, and strength of materials.
- c. Knowledge of construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.
- d. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, falsework, and shoring.
- e. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Structural Inspector will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and drainage structures.
- b. Make grade, alignment, quantity, falsework, and shoring calculations.
- c. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- d. Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

7. Office Engineer

Minimum Qualifications shall be as follows:

- a. Two years (2) office engineering on similar construction projects.
- b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.

- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.

The Office Engineer will assume the following functional responsibilities:

- a. Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
- b. Prepare and process contract change orders.
- c. Monitor construction budget and schedule.
- d. Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
- e. Perform routine calculations and checking of quantities.
- f. Coordinate all office activities and functions with SANBAG representatives.

CONSULTANT's personnel will be capable of performing the types of material testing services described above in "Description of Required Services" with minimal instructions.

8. Materials Testing Project Manager

- a. Four years project management experience on a similar highway/bridge construction project.
- b. Licensed civil engineer in the State of California.
- c. Ability to use typical computer programs including word processing and spreadsheets.

The project manager will assume the following functional responsibilities:

- a. Review, monitor, train, and provide general direction for CONSULTANT's laboratory and field personnel.
- b. Assign personnel to projects on an as-needed basis in coordination with SANBAG's Resident Engineer.
- c. Administer personal leave, subject to approval of SANBAG's Resident Engineer.
- d. Prepare monthly reports for delivery to the SANBAG project manager.
- e. Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.

Material testing personnel will be certified by a California Registered Civil Engineer as being experienced and competent in the test procedures required for the work involved (and possess a current certificate of proficiency (Form MR-0111) in accordance with Quality Assurance Program Manual (Section 3-5). Independent certification of Caltrans test procedures may be performed at the discretion of the SANBAG Construction Manager.

9. Materials Technicians

CONSULTANT personnel provided under this contract will have a variety of skills and experience appropriate for the level of tasks to be assigned. Field personnel will have a minimum of two years experience in conducting material sampling and testing of the type required for the projects involved and will possess the following additional capabilities:

- a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.
- b. Be familiar with construction practices and be fully aware of construction activities at the project site.
- c. Have knowledge of and comply with safety and health regulations and requirements applicable to the project.

Specific qualifications for technicians are as follows:

CONSTRUCTION TECHNICIAN I

Performs a variety of semi-skilled activities.

Examples of duties assigned to this classification are:

- Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.
- Sampling and transporting produced construction materials from point of application or production to testing laboratory.

Knowledge and Skills Required

- Knowledge of tools, equipment and vehicles utilized in construction.
- Knowledge of standard equipment and materials used for the sampling and testing of construction material.
- Knowledge of basic mathematics used in the computation of a variety of construction items.
- Knowledge of record keeping, preparing of documents and reports.

TECHNICIAN II

Performs a variety of skilled activities

Examples of duties assigned to this classification are:

- Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
- Collect and analyze soil samples of construction materials to determine compaction and moisture content.
- Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.
- Confers with construction engineers and contractors regarding construction in progress and is conformance to specifications and construction plans.
- Answers questions and resolves problems.
- Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
- Keeps daily diary of work progress.
- Prepares reports on all field inspections and submits project quantities on a daily basis.
- Keeps accurate documentation for force accounts and possible claims.

Knowledge and Skill Required:

- All knowledge and skills required of lower classification.
- Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
- Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other SANBAG staff.

TECHNICIAN III

Exercise considerable independent judgment within general Greenbook and Caltrans standards and guidelines.

Examples of duties assigned to this classification are:

- Inspect project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
- Perform a variety of structural material tests and inspections.
- Reviews construction plans and verified that these are in accordance with designated specifications and other requirements.
- Participates in the preparation of completed work estimates, to calculate compensation due contractor.
- Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.
- Supervises all work activities involved in construction projects, laboratory, and quality control work.
- Recommends approval of proposed project changes.

Knowledge and Skills Required:

- All knowledge and skills required of lower classifications.

- Knowledge of the principles and practices of Civil Engineering as applied to the construction.
- Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.
- Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
- Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SANBAG/Caltrans staff.

10. Construction Surveying Project Manager

Minimum qualifications for the position of Project Manager shall be as follows:

- Four (4) years project management experience on similar construction projects.
- Licensed Surveyor or pre-January 1, 1982, Registered Professional Engineer in the State of California.
- Accessible to the Resident Engineer and SANBAG at all times during normal working hours as specified in this Scope of Services.

The project manager will be responsible for:

- Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
- Assign personnel to projects on an as-needed basis.
- Administer personal leave, subject to approval of the Resident Engineer.
- Prepare monthly reports for delivery to the SANBAG project manager.

11. Field Party Chiefs

- Minimum qualifications for the position of Party Chief shall meet at least one of the following licensing requirements:
 1. A licensed Land Surveyor in the State of California.
 2. A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California
 3. An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982, Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in "responsible charge" of the work. "Responsible Charge" is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor's Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).
- Two (2) years survey experience on similar construction projects.
- Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
- Ability to make effective decisions concerning field problems and work in progress.
- Familiarity with typical coordinate geometry computer programs.

- Familiarity with safety requirements for surveying near traffic.

Under the direction of the Resident Engineer, the Party Chiefs will assume the following responsibilities:

- Perform construction staking services for project construction.
- Administer day to day activities for the survey party.
- Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
- Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

12. Survey Crews

Minimum qualifications for survey crew members shall be as follows:

- One (1) year survey experience on similar construction projects.
- Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
- Ability to assist Party Chiefs and office personnel in all required surveying work.
- One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.

Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:

- Perform basic calculations to support construction staking.
- Maintain continuous communication with Party Chiefs and office personnel.

Ramona Ave./UPRR Grade Separation Project

CALTROP	Hours	7874
	Labor Cost	\$1,188,773.79
	ODC Cost	\$59,055.00
TY Lin	Hours	2200
	Labor Cost	\$435,951.02
	ODC Cost	\$16,500.00
Hernandez Kroone and Associates	Hours	924
	Labor Cost	\$141,549.15
	ODC Cost	\$6,930.00
STV Incorporated	Hours	154
	Labor Cost	\$24,846.23
	ODC Cost	\$1,155.00
Leighton Consulting Inc.	Hours	1254
	Labor Cost	\$95,248.50
	ODC Cost	\$44,405.00
	Total Hours	12406
	Total Cost	\$2,014,413.69

San Bernardino Associated Governments
Ramona Ave/UPRR Grade Separation Project

2007

CALTROP Corporation						Overhead	116.00%
						Fringe	29.00%
						Fee	10%
						Escalation	0%
	Hours	OT Hours	Base Rate	OT Rate	Loaded Rate	Cost	
Project Manager	130		\$66.90		\$180.30	\$23,438.42	
		0		\$0.00	\$0.00	\$0.00	
Senior Resident Engineer	900		\$60.00		\$161.70	\$145,530.00	
		90		\$90.00	\$242.55	\$21,829.50	
Office Engineer	400		\$42.00		\$113.19	\$45,276.00	
		40		\$63.00	\$169.79	\$6,791.40	
Field Inspector	300		\$45.00		\$121.28	\$36,382.50	
		30		\$67.50	\$181.91	\$5,457.38	
Structures Inspector	200		\$45.00		\$121.28	\$24,255.00	
		20		\$67.50	\$181.91	\$3,638.25	
Landscape Inspector	0		\$44.00		\$118.58	\$0.00	
		0		\$66.00	\$177.87	\$0.00	
Electrical Inspector	40		\$45.00		\$121.28	\$4,851.00	
		4		\$67.50	\$181.91	\$727.65	
Claims Engineer	20		\$43.27		\$116.61	\$2,332.25	
		0		\$64.91	\$174.92	\$0.00	
Scheduler	60		\$52.88		\$142.51	\$8,550.70	
		0		\$79.32	\$213.77	\$0.00	
Public Outreach Liason	300		\$52.88		\$142.51	\$42,753.48	
		0		\$79.32	\$213.77	\$0.00	
	2350	184				\$371,813.52	
Other Direct Costs				Rate/hr	Hours	Total	
Vehicle				\$7.50	2,534	\$19,005.00	
						\$19,005.00	
Total						\$390,818.52	

TY Lin						Overhead	119.02%
						Fringe	30.98%
						Fee	10%
						Escalation	0%
	Hours	OT Hours	Base Rate	OT Rate	Loaded Rate	Cost	
Structure Representative	600		\$66.90		\$183.98	\$110,385.00	
		60		\$100.35	\$275.96	\$16,557.75	
	600	60				\$126,942.75	
Other Direct Costs				Rate/hr	Hours	Total	
Vehicle				\$7.50	660	\$4,950.00	
						\$4,950.00	
Total						\$131,892.75	

San Bernardino Associated Governments
Ramona Ave/UPRR Grade Separation Project

2007

Hernandez Kroone & Associates, INC.						Overhead	132.68%
						Fringe	27.32%
						Fee	10%
						Escalation	0%
	Hours	OT Hours	Base Rate	OT Rate	Loaded Rate	Cost	
Party Chief	80		\$61.16		\$174.92	\$13,993.41	
		8		\$91.74	\$262.38	\$2,099.01	
Instrument Person	80		\$44.28		\$126.64	\$10,131.26	
		8		\$66.42	\$189.96	\$1,519.69	
Chain Person	80		\$43.75		\$125.13	\$10,010.00	
		8		\$65.63	\$187.69	\$1,501.50	
	240	24				\$39,254.87	
Other Direct Costs				Rate/hr	Hours	Total	
Vehicle				\$7.50	264	\$1,980.00	
						\$1,980.00	
						Total	\$41,234.87

STV Incorporated						Overhead	95.05%
						Fringe	34.34%
						Fee	10%
						Escalation	0%
	Hours	OT Hours	Base Rate	OT Rate	Loaded Rate	Cost	
Rail Coordinator (Const Engr)	40		\$61.16		\$154.32	\$6,172.98	
		4		\$91.74	\$231.49	\$925.95	
	40	4				\$7,098.92	
Other Direct Costs				Rate/hr	Hours	Total	
Vehicle				\$7.50	44	\$330.00	
						\$330.00	
						Total	\$7,428.92

San Bernardino Associated Governments
Ramona Ave/UPRR Grade Separation Project

2007

Leighton Consulting Inc.				Overhead	138.00%
				Fringe	32.00%
				Fee	10%
				Escalation	0%
Field Materials Technician	100	\$32.43		\$96.32	\$9,631.71
			10	\$48.65	\$1,444.76
Field Soils Technician	100	\$32.43		\$96.32	\$9,631.71
			10	\$48.65	\$1,444.76
Sample Pick-Up Driver	20	\$12.50		\$37.13	\$742.50
			2	\$18.75	\$111.38
Special Inspector	10	\$34.21		\$101.60	\$1,016.04
			1	\$51.32	\$152.41
Non-Destructive Testing	40	\$36.21		\$107.54	\$4,301.75
			4	\$54.32	\$645.26
	270		27		\$23,006.81
Other Direct Costs				Rate/hr	Hours
					Total
Vehicle				\$7.50	297
Lab Fees (Actual)					\$2,227.50
					\$10,000.00
					\$12,227.50
				Total	\$35,234.31

Total Labor: \$568,116.87

Total ODC: \$38,492.50

Total: \$606,609.37

San Bernardino Associated Governments
Ramona Ave/UPRR Grade Separation Project

2008

CALTROP Corporation					Overhead	116.00%
					Fringe	29.00%
					Fee	10%
					Escalation	3%
	Hours	OT Hours	Base Rate	OT Rate	Loaded Rate	Cost
Project Manager	200		\$66.90		\$185.70	\$37,140.87
		0		\$0.00	\$0.00	\$0.00
Senior Resident Engineer	1200		\$60.00		\$166.55	\$199,861.20
		120		\$90.00	\$249.83	\$29,979.18
Office Engineer	600		\$42.00		\$116.59	\$69,951.42
		60		\$63.00	\$174.88	\$10,492.71
Field Inspector	300		\$45.00		\$124.91	\$37,473.98
		30		\$67.50	\$187.37	\$5,621.10
Structures Inspector	300		\$45.00		\$124.91	\$37,473.98
		30		\$67.50	\$187.37	\$5,621.10
Landscape Inspector	0		\$44.00		\$122.14	\$0.00
		0		\$66.00	\$183.21	\$0.00
Electrical Inspector	100		\$45.00		\$124.91	\$12,491.33
		10		\$67.50	\$187.37	\$1,873.70
Claims Engineer	40		\$43.27		\$120.11	\$4,804.44
		0		\$64.91	\$180.17	\$0.00
Scheduler	60		\$52.88		\$146.79	\$8,807.22
		0		\$79.32	\$220.18	\$0.00
Public Outreach Liason	150		\$52.88		\$146.79	\$22,018.04
		0		\$79.32	\$220.18	\$0.00
	2950	250				\$483,610.25
Other Direct Costs				Rate/hr	Hours	Total
Vehicle				\$7.50	3,200	\$24,000.00
						\$24,000.00
					Total	\$507,610.25

TY Lin					Overhead	119.02%
					Fringe	30.98%
					Fee	10%
					Escalation	3%
	Hours	OT Hours	Base Rate	OT Rate	Loaded Rate	Cost
Structure Representative	800		\$66.90		\$189.49	\$151,595.40
		80		\$100.35	\$284.24	\$22,739.31
	800	80				\$174,334.71
Other Direct Costs				Rate/hr	Hours	Total
Vehicle				\$7.50	880	\$6,600.00
						\$6,600.00
					Total	\$180,934.71

San Bernardino Associated Governments
Ramona Ave/UPRR Grade Separation Project

2008

Hernandez Kroone & Associates, INC.					Overhead	132.68%
					Fringe	27.32%
					Fee	10%
					Escalation	3%
	Hours	OT Hours	Base Rate	OT Rate	Loaded Rate	Cost
Party Chief	120		\$61.16		\$180.17	\$21,619.82
		12		\$91.74	\$270.25	\$3,242.97
Instrument Person	120		\$44.28		\$130.44	\$15,652.80
		12		\$66.42	\$195.66	\$2,347.92
Chain Person	120		\$43.75		\$128.88	\$15,465.45
		12		\$65.63	\$193.32	\$2,319.82
	360	36				\$60,648.78
Other Direct Costs				Rate/hr	Hours	Total
Vehicle				\$7.50	396	\$2,970.00
						\$2,970.00
					Total	\$63,618.78

STV Incorporated					Overhead	95.05%
					Fringe	34.34%
					Fee	10%
					Escalation	0%
	Hours	OT Hours	Base Rate	OT Rate	Loaded Rate	Cost
Rail Coordinator (Const Engr)	80		\$61.16		\$154.32	\$12,345.95
		8		\$91.74	\$231.49	\$1,851.89
	80	8				\$14,197.85
Other Direct Costs				Rate/hr	Hours	Total
Vehicle				\$7.50	88	\$660.00
						\$660.00
					Total	\$14,857.85

San Bernardino Associated Governments
Ramona Ave/UPRR Grade Separation Project

2008

Leighton Consulting Inc.				Overhead	138.00%
				Fringe	32.00%
				Fee	10%
				Escalation	3%
Field Materials Technician	200		\$32.43	\$99.21	\$19,841.32
		20		\$48.65	\$148.81
Field Soils Technician	200		\$32.43	\$99.21	\$19,841.32
		20		\$48.65	\$148.81
Sample Pick-Up Driver	50		\$12.50	\$38.24	\$1,911.94
		5		\$18.75	\$57.36
Special Inspector	50		\$34.21	\$104.65	\$5,232.59
		5		\$51.32	\$156.98
Non-Destructive Testing	100		\$36.21	\$110.77	\$11,077.00
		10		\$54.32	\$166.16
	600	60			\$47,833.77
Other Direct Costs				Rate/hr	Hours
Vehicle				\$7.50	660
Lab Fees (Actual)					
					\$4,950.00
					\$15,000.00
					\$19,950.00
				Total	\$67,783.77

Total Labor: \$780,625.36

Total ODC: \$54,180.00

Total: \$834,805.36

San Bernardino Associated Governments
Ramona Ave/UPRR Grade Separation Project

2009

CALTROP Corporation						Overhead	116.00%
						Fringe	29.00%
						Fee	10%
						Escalation	3%
	Hours	OT Hours	Base Rate	OT Rate	Loaded Rate	Cost	
Project Manager	125		\$66.90		\$191.28	\$23,909.44	
		0		\$0.00	\$0.00	\$0.00	
Senior Resident Engineer	800		\$60.00		\$171.55	\$137,238.02	
		80		\$90.00	\$257.32	\$20,585.70	
Office Engineer	300		\$42.00		\$120.08	\$36,024.98	
		30		\$63.00	\$180.12	\$5,403.75	
Field Inspector	200		\$45.00		\$128.66	\$25,732.13	
		20		\$67.50	\$192.99	\$3,859.82	
Structures Inspector	200		\$45.00		\$128.66	\$25,732.13	
		20		\$67.50	\$192.99	\$3,859.82	
Landscape Inspector	100		\$44.00		\$125.80	\$12,580.15	
		10		\$66.00	\$188.70	\$1,887.02	
Electrical Inspector	50		\$45.00		\$128.66	\$6,433.03	
		5		\$67.50	\$192.99	\$964.95	
Claims Engineer	40		\$43.27		\$123.71	\$4,948.57	
		0		\$64.91	\$185.57	\$0.00	
Scheduler	60		\$52.88		\$151.19	\$9,071.43	
		0		\$79.32	\$226.79	\$0.00	
Public Outreach Liason	100		\$52.88		\$151.19	\$15,119.06	
		0		\$79.32	\$226.79	\$0.00	
	1975	165				\$333,350.02	
Other Direct Costs				Rate/hr	Hours	Total	
Vehicle				\$7.50	2,140	\$16,050.00	
						\$16,050.00	
						Total	\$349,400.02

TY Lin						Overhead	119.02%
						Fringe	30.98%
						Fee	10%
						Escalation	3%
	Hours	OT Hours	Base Rate	OT Rate	Loaded Rate	Cost	
Structure Representative	600		\$66.90		\$195.18	\$117,107.45	
		60		\$100.35	\$292.77	\$17,566.12	
	600	60				\$134,673.56	
Other Direct Costs				Rate/hr	Hours	Total	
Vehicle				\$7.50	660	\$4,950.00	
						\$4,950.00	
						Total	\$139,623.56

San Bernardino Associated Governments
Ramona Ave/UPRR Grade Separation Project

2009

Hernandez Kroone & Associates, INC.						Overhead	132.68%
						Fringe	27.32%
						Fee	10%
						Escalation	3%
	Hours	OT Hours	Base Rate	OT Rate	Loaded Rate	Cost	
Party Chief	80		\$61.16		\$185.57	\$14,845.61	
		8		\$91.74	\$278.36	\$2,226.84	
Instrument Person	80		\$44.28		\$134.35	\$10,748.26	
		8		\$66.42	\$201.53	\$1,612.24	
Chain Person	80		\$43.75		\$132.75	\$10,619.61	
		8		\$65.63	\$199.12	\$1,592.94	
	240	24				\$41,645.49	
Other Direct Costs				Rate/hr	Hours	Total	
Vehicle				\$7.50	264	\$1,980.00	
						\$1,980.00	
						Total	\$43,625.49

STV Incorporated						Overhead	95.05%
						Fringe	34.34%
						Fee	10%
						Escalation	0%
	Hours	OT Hours	Base Rate	OT Rate	Loaded Rate	Cost	
Rail Coordinator (Const Engr)	20		\$61.16		\$154.32	\$3,086.49	
		2		\$91.74	\$231.49	\$462.97	
	20	2				\$3,549.46	
Other Direct Costs				Rate/hr	Hours	Total	
Vehicle				\$7.50	22	\$165.00	
						\$165.00	
						Total	\$3,714.46

San Bernardino Associated Governments
Ramona Ave/UPRR Grade Separation Project

2009

Leighton Consulting Inc.				Overhead	138.00%
				Fringe	32.00%
				Fee	10%
				Escalation	3%
Field Materials Technician	100	\$32.43		\$102.18	\$10,218.28
			10	\$48.65	\$1,532.74
Field Soils Technician	100	\$32.43		\$102.18	\$10,218.28
			10	\$48.65	\$1,532.74
Sample Pick-Up Driver	20	\$12.50		\$39.39	\$787.72
			2	\$18.75	\$118.16
Special Inspector	10	\$34.21		\$107.79	\$1,077.91
			1	\$51.32	\$161.69
Non-Destructive Testing	40	\$36.21		\$114.09	\$4,563.72
			4	\$54.32	\$684.56
	270		27		\$24,407.92
Other Direct Costs				Rate/hr	Total
Vehicle				\$7.50	297
Lab Fees (Actual)					\$2,227.50
					\$10,000.00
					\$12,227.50
				Total	\$36,635.42

Total Labor: \$537,626.46

Total ODC: \$35,372.50

Total: \$572,998.96

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 15

Date: March 7, 2007

Subject: Amendment No. 1 to Contract No. 03-015 with RMA Group for materials testing on SR 210 segments 9-11 and I-10 East projects

Recommendation:* Approve Amendment No. 1 to Contract No. 03-015 with RMA Group for materials testing on SR 210 segments 9-11 and I-10 East projects in the amount of \$1,484,284 for a new not to exceed total of \$8,358,797 as detailed in the Financial Impact Section and extending the period of performance to June 30, 2009.

Background: This is an amendment to an existing contract. In September 2002 the SANBAG Board approved contract 03-015 with RMA Group to provide materials testing for the SR 210 segments 9-11 and I-10 East projects. Construction activity has steadily progressed on all projects that were contemplated as part of the ultimate scope of work of this contract with the exception of the Live Oak Canyon interchange which fell victim to the state transportation funding crisis. As SANBAG approaches project completion for the major freeway projects it has become apparent that an amendment to the contract is necessary to satisfy the material testing requirements for the projects as well finalize the scope and fee for materials testing for the Live Oak Canyon Interchange which will go to construction this Spring.

SR 210 Segments 9-11 and I-10 East Projects

Due to two major issues, staff recommends increasing the contract budget to complete the SR 210 Mainline and the I-10 Median Lane project in the amount of \$673,635. The first, and probably most significant cost element is associated with prevailing wage requirements for soils and materials technicians. When this

Approved
Board of Directors

Date: March 7, 2007

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

contract was negotiated in 2002, RMA and SANBAG assumed an annual prevailing wage increase of 3% or a 12.5% increase over the life of the project. The actual prevailing wage increased approximately 16.8% and the cost of benefits based on prevailing wage determinations increased 38.5% over the life of the project. Additionally, the Board will recall that due to environmental issues, the SR 210 mainline project was delayed by a year effectively adding one year to the life of the project and a commensurate annual prevailing wage increase.

The second issue that has affected this contract budget has been the need to perform 30% more tests associated with Lean Concrete Base (LCB) and Portland Cement Concrete (PCC) than was assumed in the contract. Due to the marginal quality of the materials that make up both of these paving layers, SANBAG has "errored" on the side of caution and has had RMA conduct more testing to ensure that the end product meets all Caltrans Construction Manual requirements.

Live Oak Canyon Interchange

The Live Oak Canyon Interchange was initially included as a project in the list of I-10 East projects. When it became apparent that the Traffic Congestion Relief Program (TCRP), the primary funding source for this project, was going to be suspended indefinitely, starting in the Spring of 2002, this project was not included in the final contract scope. Now that the project is proceeding to construction, it is necessary to secure RMA's services to perform materials testing. The scope of work is attached and the contract budget for this item is in an amount not to exceed \$810,649.

The cost of materials testing work is largely determined by Caltrans, which mandates the types and frequency of tests that must be performed. A section from the Caltrans Construction Manual specifying the types and frequency of required tests is attached. The actual contract amount is based on a reasonable calculation of required tests for all of planned construction.

Financial Impact: The total amendment amount is \$1,484,284 for new total contract amount \$8,358,797. The financial impact of this item is consistent with the 2006/07 Budget. Funding source for the SR 210 and I-10 East projects is Measure I Valley Major Projects funds. The funding source for the Live Oak Canyon Interchange is City of Yucaipa local contribution. TN 82407000, TN 86007000, and TN 84307000.

Reviewed By: This item was reviewed and recommended (*Christman opposed*) for approval by the Major Projects Committee on February 15, 2007. (*Meeting Chaired by John Pomierski*)

Responsible Staff: Darren Kettle, Director of Freeway Construction

SANBAG Contract No. 03-015-01

by and between

San Bernardino County Transportation Authority

and

RMA Group, Inc.

for

Material Testing Services for SR210, Segments 9-11 and I-10 East Projects

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>03015</u> Vendor ID <u>RMAG</u>	Retention: <input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ <u>6,874,513</u> Contingency Amount: \$ <u>0</u>	Previous Amendments Total: \$ ____ Previous Amendments Contingency Total: \$ ____ Current Amendment: \$ <u>1,484,284</u> Current Amendment Contingency: \$ ____ Contingency Amount requires specific authorization by Task Manager prior to release.			
Contract TOTAL →				\$ <u>8,358,797</u>
↓ Please include funding allocation for the original contract or the amendment.				
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
86007	5553	Measure I Funding	_____	\$ <u>560,782</u>
82408	5553	Measure I Funding	_____	\$ <u>112,853</u>
84308	5553	Local Yucaipa	_____	\$ <u>660,649</u>
84309	5553	Local Yucaipa	_____	\$ <u>150,000</u>
Original Board Approved Contract Date: <u>3/05/03</u> Contract Start: <u>3/05/03</u> Contract End: <u>5/05/07</u>				
New Amend. Approval (Board) Date: <u>03/07/07</u> Amend. Start: <u>03/07/07</u> Amend. End: <u>6/30/09</u>				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>07</u> \$ <u>560,782</u>		Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>923,502</u>
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? <u>860</u>				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input checked="" type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes ____ %				
Task Manager: Darren Kettle			Contract Manager: Gary Shippy	

 Task Manager Signature	Date	 Contract Manager Signature	Date
 Chief Financial Officer Signature	Date		

Contract No. 03-015-01

Amendment No. 1

Agreement By And Between

San Bernardino County Transportation Authority

and

RMA Group Inc.

This AMENDMENT to CONTRACT No. 03-015 entered into this 7th day of March, 2007 by the firm of RMA Group Inc. (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called AUTHORITY):

WITNESSETH,

WHEREAS, AUTHORITY, under Contract No. 03-015, has engaged the services of CONSULTANT to provide material testing services for Route 210 Segments 9-11 and I-10 East projects; and,

WHEREAS, the parties hereto desire to amend the aforesaid contract to expand the scope of services and to increase the contract not to exceed amount so to include the portion of work referred to as SR-210 Segments 9-11 Mainline Projects; and,

WHEREAS, provisions for potentially increasing the Consultant's scope of work at AUTHORITY's option are contained in the original contract; and,

WHEREAS, AUTHORITY desires to exercise its option to increase the contract scope of work and associated contract not-to-exceed amount with this amendment.

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 03-015, as follows:

1. CONSULTANT shall perform the additional services as detailed in Attachment 1 of this Amendment which is hereby included by reference.
2. The not-to-exceed amount of the contract shall be increased by \$1,484,284. The overall total contract not-to-exceed amount shall be increased to \$8,358,284.
3. The period of performance of Consultant under this contract shall be extended to June 30, 2009.

4. Except as amended by this Amendment, all other provisions of Contract No. 03-015 remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

San Bernardino

County Transportation Authority

By: _____
Dennis Hansberger, President
Board of Directors

Date: _____

RMA Group, Inc.

By: _____
Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
AUTHORITY Counsel

Date: _____

Attachment No. 1

Amendment No. 1
Contract No. 03-015



10851 EDISON COURT, RANCHO CUCAMONGA, CA 91730 : (909) 989-1751 : FAX (909) 989-4287

February 6, 2007

Mr. Gary Shippy, Project Manager
San Bernardino Associated Governments
1170 W 3rd Street
2nd Floor
San Bernardino, CA 92410-1715

**Subject: Cost to Complete
Materials Testing Services
State Route 210 Segments 9-11 &
Interstate I-10 East Projects
San Bernardino County, CA**

Dear Mr. Shippy,


As per your request we have prepared this letter to outline our proposed costs to complete the materials testing services at the State Route 210 Segments 9 thru 11 and Interstate 10 East projects and to present our proposed costs to perform the materials testing for the Live Oak Canyon Interchange project at the Interstate 10 in Yucaipa, California.

We have estimated the work required to complete the testing services at the State Route 210 based on a completion date of September 2007 and our understanding of the construction items that remain to be constructed. We have estimated the costs to complete the work at the Interstate 10 East projects based on a completion date of November 2007 for the mixed flow lane project in Redlands. Based on our estimated cost to complete the remaining work and the budget remaining on our existing contract, we estimate that a change order in the amount of \$675,000.00 will be required to complete these projects. Our review of the budget and original estimated costs indicates that the variance is due primarily to unanticipated increases in the prevailing wage costs over the life of the project. Our original estimates provided for 3% annual increases representing a 12.5% increase in the wages and benefits to be paid to field staff over the life of the project. The actual prevailing wage increased approximately 16.8% and the cost of benefits based on prevailing wage determinations increased approximately 38.5% over the life of the project.

We have also prepared an estimate of the costs associated with the materials testing services for the Live Oak Interchange project based on an anticipated construction duration of 18 months commencing in August of 2007. Based on our review of the engineers quantities and the recommended test frequencies outlined in the Caltrans Construction Manual we estimate the total costs to perform the required testing on the Live Oak Interchange project at \$810,649.00. Our estimates are attached as Exhibit A and B.

We appreciate the opportunity to be of continued service to you on these projects. If you have any questions or require additional information, please do not hesitate to contact us at your convenience.

Sincerely,


Ed Lyon, PE
President
RMA Group, Inc.

**Summary Fee Estimate
Costs to Complete
Materials Testing Services
SR 210, Segments 9-11 I-10 East Projects**

Segment 9, 10 & 11 Mainline: January 2007 - September 2007

Lead Technician	1,530 hrs.	@	\$	33.43 /hr.	\$	51,148	
Tech II	2,940 hrs.	@	\$	27.57 /hr.	\$	81,056	
Overtime at 5%	224 hrs.	@	\$	41.36 /hr.	\$	9,243	
<i>Subtotal</i>					\$	141,447	
<i>Overhead @ 0.98</i>					\$	138,618	
<i>Overtime Premium</i>					\$	4,621	
<i>Fee @ 10%</i>					\$	28,469	
Vehicle	4,694 hrs.	@	\$	5.25 /hr.	\$	24,641	
Nuclear Gauge	1,565 hrs.	@	\$	1.30 /hr.	\$	2,034	
Nextel Phone	4,694 hrs.	@	\$	0.32 /hr.	\$	1,502	
Direct Benefits	4,694 hrs.	@	\$	15.50 /hr.	\$	72,749	
Coring Machine with Generator	20 days	@	\$	680.00 /day	\$	13,600	
Laboratory Testing					\$	190,000	
Total Segment 9, 10 & 11 Mainline					\$		617,680

Mixed Flow Lane Addition: January 2007 - November 2007

Lead Technician	1,900 hrs.	@	\$	33.43 /hr.	\$	63,517	
Tech. II	2,350 hrs.	@	\$	27.57 /hr.	\$	64,790	
Overtime at 5%	213 hrs.	@	\$	41.36 /hr.	\$	8,788	
<i>Subtotal</i>					\$	137,094	
<i>Overhead @ 0.98</i>					\$	134,353	
<i>Overtime Premium</i>					\$	4,394	
<i>Fee @ 10%</i>					\$	27,584	
Vehicle	4,463 hrs.	@	\$	5.25 /hr.	\$	23,428	
Nuclear Gauge	1,116 hrs.	@	\$	1.30 /hr.	\$	1,450	
Nextel Phone	4,463 hrs.	@	\$	0.32 /hr.	\$	1,428	
Direct Benefits	4,463 hrs.	@	\$	15.50 /hr.	\$	69,169	
Coring Machine with Generator	8 days	@	\$	680.00 /day	\$	5,440	
Laboratory Testing					\$	110,000	
Total Mixed Flow Lane Addition					\$		514,340

**Summary Fee Estimate
Costs to Complete
Materials Testing Services
SR 210, Segments 9-11 I-10 East Projects**

Project Management - January - November 2007

Project Manager/ Materials Engineer	175 hrs.	@	\$ 60.00 /hr.	\$ 10,500	
Project Field Manager	560 hrs.	@	\$ 40.00 /hr.	\$ 22,400	
Staff Engineer	200 hrs.	@	\$ 42.00 /hr.	\$ 8,400	
Clerical	44 hrs.	@	\$ 18.00 /hr.	\$ 792	
<i>Subtotal</i>					\$ 42,092
<i>Overhead @ 1.37</i>					\$ 57,666
<i>Fee @ 10%</i>					\$ 9,976
Mileage (45 mos. @ 50 miles/week)	- miles	@	\$ 0.320 /mi.	\$ -	
Vehicle	560 hrs.	@	\$ 5.25 /hr.	\$ 2,940	
Nextel Phone	560 hrs.	@	\$ 0.32 /hr.	\$ 179	
Project Computers	-	@	\$ 2,000.00 ea.	\$ -	
Total Project Management					\$ 112,853
Total Fee Estimate					\$ 1,244,873
Total Budget Remaining					\$ 571,238
Budget Variance					\$ (673,635)

**Summary Fee Estimate
Costs to Perform
Materials Testing Services
Live Oak Canyon Interchange Project**

Live Oak Canyon Road : August 2007 - January 2009

Lead Technician	2,780 hrs.	@	\$	34.43 /hr.	\$	95,715
Tech. II	3,100 hrs.	@	\$	25.94 /hr.	\$	80,414
Overtime at 5%	294 hrs.	@	\$	38.91 /hr.	\$	11,440

<i>Subtotal</i>						\$ 187,569
<i>Overhead @ 0.98</i>						\$ 183,818
<i>Overtime Premium</i>						\$ 5,720
<i>Fee @ 10%</i>						\$ 37,711

Vehicle	6,174 hrs.	@	\$	5.25 /hr.	\$	32,414
Nuclear Gauge	1,544 hrs.	@	\$	1.30 /hr.	\$	2,007
Nextel Phone	6,174 hrs.	@	\$	0.32 /hr.	\$	1,976
Direct Benefits	6,174 hrs.	@	\$	18.00 /hr.	\$	111,132
Coring Machine with Generator	6 days	@	\$	680.00 /day	\$	4,080

Laboratory Testing						\$ 180,000
--------------------	--	--	--	--	--	------------

Total Mixed Flow Lane Addition

\$ 746,425

Project Management - 18 Months Total Duration

Project Manager/ Materials Engineer	120 hrs.	@	\$	60.00 /hr.	\$	7,200
Project Field Manager	260 hrs.	@	\$	40.00 /hr.	\$	10,400
Staff Engineer	120 hrs.	@	\$	42.00 /hr.	\$	5,040
Clerical	80 hrs.	@	\$	18.00 /hr.	\$	1,440

<i>Subtotal</i>						\$ 24,080
<i>Overhead @ 1.37</i>						\$ 32,990
<i>Fee @ 10%</i>						\$ 5,707

Mileage (45 mos. @ 50 miles/week)	- miles	@	\$	0.320 /mi.	\$	-
Vehicle	260 hrs.	@	\$	5.25 /hr.	\$	1,365
Nextel Phone	260 hrs.	@	\$	0.32 /hr.	\$	83
Project Computers	-	@	\$	2,000.00 ea.	\$	-

Total Project Management						\$ 64,225
---------------------------------	--	--	--	--	--	-----------

Total Fee Estimate						\$ 810,649
---------------------------	--	--	--	--	--	------------

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 16

Date: March 7, 2007

Subject: Metropolitan Transportation Planning Process Agreement

Recommendation:* Approve Memorandum of Understanding (MOU), SANBAG Contract 07193, between the Southern California Association of Governments (SCAG), San Bernardino Associated Governments (SANBAG), Omnitrans, and Victor Valley Transit Authority for carrying out the metropolitan transportation planning process.

Background: Pursuant to 23 Code of Federal Regulations 450.310(b), SCAG is required to enter into an agreement with public transit agencies that specifies the cooperative procedures for carrying out transportation planning (including corridor and subarea studies) and programming. The absence of such agreements has been identified as a deficiency by the Federal Transit Administration (FTA) in their triennial reviews of the transit operators and SCAG.

Because of the structure for accomplishing transportation planning and programming in Southern California, it is necessary that SANBAG, acting as the County Transportation Commission, also be a party of the MOU. Pursuant to California Public Utilities Code Section 130000, the Commission is responsible for the approval of all projects utilizing federal and state highway and transit funds as well as for transportation programming and short range planning for San Bernardino County. In addition, pursuant to California Government Code 65088.1, SANBAG is the Congestion Management Agency responsible for preparing and updating the Congestion Management Program (CMP) for

*

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

San Bernardino County. The CMP contains performance measures for the frequency and routing of public transit and for the coordination of transit service provided by separate operators.

The MOU has been developed through a joint effort of SCAG and SANBAG staff.

The Victor Valley Transit Authority and Omnitrans Board are expected to approve the agreement on 2-26-07 and 3-7-07 respectively.

Financial Impact: This item has no immediate impact on the agency budget. However, through a more active participative transportation planning effort, there may be future opportunities to obtain federal planning funds for future corridor, subarea and transit-related studies.

Reviewed By: This item was reviewed by the Plans and Programs Committee on February 21, 2007 and unanimously recommended for approval. (*Meeting chaired by Paul Eaton*). The MOU has been reviewed and approved as to form by the legal counsels for SCAG, SANBAG, Omnitrans and the Victor Valley Transit Authority.

Responsible Staff: Michael Bair, Director of Transit and Rail Programs

SANBAG Contract No. 07193

by and between

San Bernardino Associated Governments

and

Southern California Association of Governments, Omnitrans and Victor Valley Transit Authority

for

cooperative participation in the metropolitan transportation planning process

FOR ACCOUNTING PURPOSES ONLY				
<input type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes: This is a Memorandum of Understanding with no financial impact.				
Original Contract: \$ <u>0</u>	Previous Amendments Total: \$ _____			
Contingency Amount: \$ _____	Previous Amendments Contingency Total: \$ _____			
	Current Amendment: \$ _____			
	Current Amendment Contingency: \$ _____			
Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL →				\$ <u>0</u>
↓ Please include funding allocation for the original contract or the amendment.				
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
				\$ _____
Original Board Approved Contract Date: <u>03/07/07</u> Contract Start: <u>03/07/07</u> Contract End: <u>Open</u>				
New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) – Unbudgeted Obligation →		\$ _____
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? _____				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: Michael Bair			Contract Manager: Michael Bair	

Michael A Bair 2-8-07
Task Manager Signature Date

[Signature]
Chief Financial Officer Signature Date

Michael A Bair 2-8-07
Contract Manager Signature Date

Filename: CSS07193-mab

C07193-mab.doc
30907000

SANBAG Contract 07193

**Memorandum of Understanding
Between The Southern California Association of Governments,
San Bernardino Associated Governments, Omnitrans and Victor Valley
Transit Authority**

RECITALS

WHEREAS, the Southern California Association of Governments (SCAG) is a joint powers agency formed pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (section 6500 et seq.) and is the Metropolitan Planning Organization (MPO) recognized under 23 U.S.C. 134; and

WHEREAS, SCAG is required pursuant to federal and state law to prepare, adopt and submit a Regional Transportation Plan (RTP); and

WHEREAS, SCAG pursuant to state and federal law is required to prepare, adopt and submit a multi-year Regional Transportation Improvement Program (RTIP); and

WHEREAS, SCAG is required pursuant to state and federal law and agreements to coordinate its planning activities with stakeholders, including County Transportation Commissions and is specifically required pursuant to 23 Code of Federal Regulation 450.310(b) to enter into agreements with operators of publicly owned transit services to specify cooperative procedures for carrying out transportation planning (including corridor and subarea studies) and programming; and

WHEREAS, San Bernardino Associated Governments (SANBAG) is a County Transportation Commission created pursuant to Public Utilities Code section 130000 and is charged pursuant thereto for approval of all projects utilizing federal and state highway and transit funds and responsible for transportation programming and short range planning for San Bernardino County and is the Congestion Management Agency pursuant to Government Code Section 65088.1 and is responsible for updating the Congestion Management Program for San Bernardino County; and

WHEREAS, Omnitrans is a joint powers agency created pursuant to Section 6503.5 of the Government Code to provide public transit service within the urbanized San Bernardino Valley portion of San Bernardino County and which desires to enter into an agreement with SCAG and SANBAG to specify its role in transportation planning and programming and the congestion management process; and

WHEREAS, Victor Valley Transit Authority (VVTA) is a joint powers agency created pursuant to Section 6503.5 of the Government Code to provide public transit service within the urbanized Victor Valley portion of San Bernardino County and who desires to enter into an agreement with SCAG and SANBAG to specify its role in transportation planning and programming and the congestion management process; and

WHEREAS, SCAG and the State of California, acting through the Department of Transportation entered into a Memorandum of Understanding dated June 22, 2005 to provide for Comprehensive Federal Transportation Planning; and

WHEREAS, SCAG and SANBAG entered into a 1979 Memorandum of Understanding for the purpose of defining the roles and relationships in meeting the transportation planning and programming responsibilities; and

WHEREAS, SCAG, SANBAG, Omnitrans and VVTA desire to integrate and clarify consistently with the above referenced agreements, the roles, responsibilities and coordination of the regional transportation planning requirements and to utilize this agreement to fulfill the requirements of state and federal law and in particular the requirements set forth in 23 CFR 450.310(b).

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS PROVIDED FOR HEREIN, SCAG, SANBAG, OMNITRANS AND VICTOR VALLEY TRANSIT AUTHORITY, HEREBY AGREE AS FOLLOWS:

Section I

PLANNING AND COORDINATION PROCESS

- 1.1 SCAG's Role:** The parties recognize SCAG as the agency with the overall responsibility for comprehensive regional transportation planning, in accordance with state and federal law, including but not limited to development and adoption of the RTP and RTIP..
- 1.2 County Transportation Commission-Role:** The parties recognize SANBAG is responsible for preparing the short and long range county transportation plans, programming state and federal transit funds and updating the congestion management program within San Bernardino County.

In developing the county plans, SANBAG is responsible to ensure that the transit capital and operating needs identified in short range transit plans or through other transit plans are considered in developing countywide transportation plans and in funding countywide transit programs. SANBAG is also responsible for ensuring that the transit projects, plans and programs identified in the countywide transportation planning and

congestion management process are recommended to SCAG for inclusion in the regional transportation planning studies, the RTIP ,and in the development of the RTP.

- 1.3 Transit Operator Role:** Omnitrans and the Victor Valley Transit Authority, in coordination with SANBAG, shall prepare biennially a short range transit plan which includes transit studies, transit capital and operating needs for a five-year period. Omnitrans and the Victor Valley Transit Authority shall participate in the SANBAG transportation planning process, including the development of corridor and sub-regional studies, the development of short range and long range county transportation plans and the updating of the congestion management program.
- 1.4 Coordination Process:** SCAG shall engage in a consultative process with SANBAG, Omnitrans and the Victor Valley Transit Authority in the regional planning process, consistent with applicable law and federal regulations pertaining to the roles and responsibilities of the parties in regional transportation planning.
- a. SCAG will provide the opportunity to comment on its Draft RTP and Draft RTIP to the parties and the opportunity to participate in Overall Work Program development .
 - b. SCAG will provide SANBAG, in consultation with Omnitrans and the Victor Valley Transit Authority, the opportunity to submit information, including but not limited to project scope, cost, schedule and revenue assumptions that support the proposed priority order for projects, necessary for the development of the RTP and RTIP financial plans.
 - c. On an annual basis, and no later than 90 calendar days following the end of the State fiscal year, SCAG, with the cooperation of SANBAG, Omnitrans and the Victor Valley Transit Authority, shall develop a listing of projects for which federal funds were obligated in the preceding program year.
 - d. SCAG shall continue to maintain the Regional Transit Task Force or a successor group, to provide a forum for SANBAG, Omnitrans and the Victor Valley Transit Authority to participate to ensure that transit priorities meet the region's mobility and air quality goals.
 - e. SANBAG, Omnitrans and the Victor Valley Transit Authority agree to participate in SCAG's Plans and Programs Technical Advisory Committee or any successor group established to serve the same function which shall also serve as a forum to ensure that local transportation projects, plans and programs are effectively integrated into the Regional Transportation Improvement Plan.
 - f. The Executive Officers of SCAG and SANBAG shall continue to meet regularly with the Executive Officers of the other county

transportation commissions to ensure executive coordination of regional/county/local transportation issues, including issues regarding transit coordination,

1.5 Certification and Assurances: Each party shall comply with the following requirements in carrying out their respective responsibilities under this MOU:

- (1) Title VI of the Civil Rights Act of 1964, as amended, 49 U.S.C. 5332, 42 U.S.C. 2000d, and the United States Department of Transportation (U.S. DOT) implementing regulations, 49 C.F.R. Part 21, and related federal guidelines including but not limited to FTA Circular 4702.1 regarding Title VI Program Guidelines for Urban Mass Transportation Administration Recipients, and any successors thereto; and
- (2) The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., U.S. DOT implementing regulations, 49 C.F.R. parts 27, 37, and 38, and any successors thereto.

Section 2

General Provisions

- 2.1 Drafting:** This MOU has been prepared by all parties and has been reviewed and endorsed by each.
- 2.2 Amendments:** This MOU may be amended only by the execution by all parties of a written amendment.
- 2.3 Termination:** Any party may terminate this Memorandum of Understanding upon ninety (90) days written notice to each party, providing that the notice of termination set forth the effective date of termination and the reason for termination. Additionally, the notice of termination shall provide that the parties during the period prior to the effective date of termination shall meet to try to resolve any dispute. In the event that the termination is for cause, the termination shall not be effective if the party cures the default in its performance within the ninety day period. SCAG shall notify FTA of the withdrawal from this MOU of any party.
- 2.4 Indemnity:** Each of the parties to this MOU is a public entity. Pursuant to Government Code Section 895.4, each party shall indemnify, defend and hold each of the other parties, and their respective officers, agents and employees harmless from and against any liability and expenses, including defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of

property, any legal fees and any claims for damages attributable only to performance of the responsibilities as set forth in Section 1 (Planning and Coordination Process) of this MOU by the indemnifying party (Indemnitor) or its officers, agents employees, contractors and subcontractors under this MOU, except to the extent caused by the negligence or willful misconduct of an indemnified party (Indemnitee).

2.5 **Jurisdiction and Venue:** This MOU shall be deemed an Agreement under the laws of the State of California, and for all purposes shall be interpreted in accordance with such laws. All parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be in Los Angeles County, California.

2.6 **Non-assignment.** No party may assign this Memorandum of understanding, or any part thereof, without the written consent of each party to this MOU.

2.7 **Notice.** Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Mr. Mark Pisano
Executive Director
Southern California Association of Governments
818 West 7th Street, 12th Floor
Los Angeles, California 90017-3435

Mr. Tony Grasso
Executive Director
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715

Mr. Durand Rall
General Manager/Chief Executive Officer
Omnitrans
1500 West 5th Street
San Bernardino, CA 92411

Mr. Kevin Kane
General Manager
Victor Valley Transit Authority
11741 E. Santa Fe
Hesperia, CA 92345

2.8 Effective Date. This Agreement shall be effective on the date (meaning the last date indicated below) all parties have fully executed this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

The Southern California Association of Governments

By: _____ Date: _____
Wayne Moore Chief Financial Officer

Approved as to Form:

Karen Tachiki
Chief Legal Counsel

Date: _____

San Bernardino Associated Governments

By: _____ Date: _____
Mark A. Grasso
Executive Director

Approved as to Form:

Jean-Rene Basle
SANBAG Legal Counsel

Date: _____

Omnitrans

By: _____ Date: _____
Durand Rall
General Manager/CEO

Approved as to Form:

Fiona Luke
Omnitrans Legal Counsel

Date: _____

Victor Valley Transit Authority

By: _____
Kevin Kane
General Manager

Date: _____

Approved as to Form:

Fiona Luke
VVTA Legal Counsel

Date: _____

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 17

Date: February 21, 2007

Subject: Development Mitigation Program Cost Escalation Factor for Calendar Year 2006.

Recommendation:*

- 1) Adopt the five-year rolling annual average of the Caltrans Highway Construction Items Index (12.7% for calendar year 2006) as the cost escalation factor for the San Bernardino County Development Mitigation Program.
- 2) Permit local jurisdictions to use either the 12.7% cost escalation factor or another technically defensible estimate of project costs as the basis for escalating project costs as part of the 2007 Nexus Study update.

Background: One of the requirements of the Development Mitigation Program approved by the San Bernardino County Congestion Management Agency (CMA) in November 2005 is an annual update of Nexus Study project costs and fair share development contributions to these projects. This is accomplished by CMA adoption of an escalation factor to be applied uniformly by each affected jurisdiction so that development contributions keep pace with cost increases and so that no jurisdiction's development mitigation program is advantaged or disadvantaged by the choice of escalation factor.

At the July 2006 Board of Directors Meeting, a five-year rolling annual average of the Caltrans Highway Construction Index was selected as the methodology to be used when calculating a cost escalation factor to be applied to the arterial, interchange and railroad grade separation projects listed in the San Bernardino County Development Mitigation Nexus Study. The use of a five-year rolling average was recommended by staff after substantive and lengthy discussion at

*

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

both the Comprehensive Transportation Plan Technical Advisory Committee and the Plans and Programs Policy Committee. Ultimately, a five-year rolling annual average of the Caltrans Highway Construction Items Index was selected based on a compromise between best technical data available and the realities of implementing substantial cost escalation into the development mitigation programs of local jurisdictions. The percentage increase in the Caltrans Highway Construction Items Index for calendar year 2005 was 24.1%. The five-year rolling annual average of the Index was 12.9%.

Use of a five-year rolling average was determined to be the best solution because it provides local jurisdictions insulation from the volatility of an annualized escalation factor. In addition, use of a five-year rolling annual average ensures that spikes in cost escalation are smoothed out over time, allowing escalation to be absorbed over several years. The trade-off that was noted in the cost escalation factor agenda item for the July, 2006 Board meeting however, was that a five-year rolling annual average would also dampen the downward trends in cost escalation as well. Consequently, in years with minimal increases or decreases in construction costs, jurisdictions would still be required to implement the five-year rolling annual average as a cost escalation factor. This is exactly the situation for year 2006, as shown in the table below.

Table 1: Caltrans Highway Construction Items Index

Year	Annual Index Value	% Change from Prior Year
2001	154.1	5.40%
2002	142.2	-7.72%
2003	148.6	4.50%
2004	216.2	45.49%
2005	268.3	24.10%
2006	280.6	4.58%

The five-year rolling annual average of the Caltrans Highway Construction Items Index is 12.7%. Moreover, due to the dramatic price escalation that was experienced in 2004 and 2005, the five-year rolling annual average will continue to hover around the 12 to 15% level until the years with high escalation are no longer included in the average, or unless substantial cost decreases occur over the next several years.

The 12.7% escalation factor would be applied to all regional arterial, railroad grade separation, and interchange projects listed in the Nexus Study, and provide the basis for adjustments to the regional portion of fees listed in local development mitigation programs. The choice of an escalation factor for local projects not included in the Nexus Study is outside SANBAG's purview. The Development Mitigation Program requires that jurisdictions adopt this escalation factor by resolution to maintain conformance with the program (ref. Appendix J of the Congestion Management Program).

The Development Mitigation Nexus Study is scheduled to be updated in 2007. As part of the update, each local jurisdiction will have the opportunity to revise its cost estimates for arterial and grade separation projects. Staff recommends allowing jurisdictions to choose one of two options when addressing cost escalation for this year:

1. Use 12.7%, which is the five-year rolling average of the Caltrans Highway Construction Items Index.
2. Update project costs based on engineering estimates or another technically defensible planning-level study. Local jurisdictions would be required to demonstrate to SANBAG staff that the estimates are reasonable and provide an accurate basis for cost escalation.

Development contributions need to account for the escalation in costs if funding is to have any chance of keeping pace with the need for transportation improvements. The two options presented here provide jurisdictions with the stability of maintaining the cost escalation methodology selected last year, but also provide jurisdictions with the ability to update costs based on engineers estimates that are well-documented and can be substantiated. Each local jurisdiction will need to send a letter to SANBAG indicating which mechanism for cost escalation it will use for calendar year 2006 by April 30, 2007. SANBAG staff will make this request in a letter to City Managers as part of the request for data on the 2007 update of the Development Mitigation Nexus Study. For either scenario, local jurisdictions would be required to revise their development mitigation program by resolution and submit a copy of the resolution to SANBAG by January 2, 2008.

Financial Impact:

There is no financial impact to the CMA for this item. All staff activities are consistent with the adopted Budget, TN 20307060 Congestion Management Program—Victor Valley and TN 20307060—Valley.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on February 21, 2007. (*Meeting Chaired by Paul Eaton*)

Responsible Staff: Ryan Graham, Transportation Planning Specialist
Steve Smith, Principal Transportation Analyst

Minute Action

AGENDA ITEM: 18

Date: March 7, 2007

Subject: Quarterly Administrative Report on SANBAG Federal Funding Programs

Recommendation: * 1) Receive report on quarterly reporting and obligation status.
2) Adopt a finding of compliance with obligation requirements for all affected agencies.

Background: Assembly Bill 1012 requires SANBAG to monitor and report to Caltrans on the use of Congestion Mitigation and Air Quality (CMAQ), Regional Surface Transportation Program (RSTP), and Transportation Enhancement (TE) funds apportioned to San Bernardino County and allocated by the SANBAG Board. Federal funds apportioned to SANBAG are eligible for obligation for three years. Obligation refers to a commitment by the FHWA to reimburse an agency for an authorized amount of federal funds for a specific project. After three years, unobligated apportionments are subject to reprogramming and loss to SANBAG and its member agencies.

Because of SANBAG's requirement to manage the timely use of funds to avoid loss of funding pursuant to the provisions of AB1012, the SANBAG Board established a protocol that requires recipients of federal funds allocated by SANBAG to enter into contracts with SANBAG. These contracts include a description of the scope of the

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

approved project, the amount of federal fund allocation, and the schedule of project implementation. In addition, the terms of the contracts require federal fund recipients to submit quarterly progress reports on their projects to SANBAG until completion of the project. In accordance with adopted SANBAG policy, failure to comply with any provision of the contract constitutes grounds for revocation and reallocation of the funding by action of the SANBAG Board pursuant to the protocol specified in each contract.

Quarterly Reporting Status

Tables 1 – 4 summarize the projects to which funds were allocated, their quarterly reporting history, and the status of the project. All agencies required to report to SANBAG on the status of their projects submitted quarterly reports by January 15th as required by the terms of their contract.

Obligation Status

As mentioned earlier, federal funds are available for obligation for three years from the date of apportionment. Therefore, unobligated balances from federal apportionments through fiscal year 04/05 will be subject to reprogramming in November 2007. According to project schedules submitted in the project status reports, agencies are anticipating obligation of approximately \$24.5 million CMAQ (combined total MDAB and SCAB) and \$21.7 million STP by November 2007. Therefore, staff does not expect any CMAQ or STP funds to be subject to reprogramming in December, as indicated by the negative amounts shown in each table under "Expected Amount Subject to Reprogramming 11/07".

As was reported to the SANBAG Board in June 2006, Caltrans has developed an Obligation Authority (OA) Management Policy that limits annual obligations to annual OA levels on a county-by-county basis. Because annual apportionments are almost always higher than annual OA levels, OA being the mechanism to access the apportionments, it is inevitable that SANBAG will eventually lose a portion of past apportionments through AB1012. An analysis of the projected impacts of this policy is necessary before allocation of additional funds. This analysis will be completed by April 2007 and will likely result in a call-for-projects for CMAQ-MDAB funds in June 2007. This schedule will accommodate the programming of any new projects in the 2008 programming cycle.

Please note that TE funds are now administered through the STIP. The obligation deadline, therefore, is in June each year, consistent with the State fiscal year. In fiscal year 05/06, the City of Fontana received an allocation extension for the Inland Empire Pacific Electric Trail, extending their allocation deadline to June 2007.

The City expects to receive the allocation at the April CTC meeting; however, if the funds for this project are not allocated by this deadline, the funds will be lost to San Bernardino County. Any other programmed funds not obligated or extended will lapse and be unavailable to San Bernardino County until the 2008 STIP Programming Cycle.

Financial Impact: Funding for SANBAG's monitoring of local assistance project status is consistent with the adopted SANBAG Budget Task No. 37307000. The absence of critical project status and progress information provided in quarterly reports could result in SANBAG's inability to assure timely obligation of funds to avoid loss to the agency and its members.

Reviewed By: This item was reviewed and recommended for approval by the Mountain/Desert Committee as a whole on February 16, 2007 and unanimously recommended for approval the Plans and Programs Committee on February 21, 2007. *(Mountain/Desert Committee was chaired by Dennis Hansberger and Plans and Programs was chaired by Paul Eaton)*

Responsible Staff: Ty Schuiling, Director of Planning and Programming

TABLE 1
Congestion Mitigation and Air Quality Program Status
Mojave Desert Air Basin

Quarterly Reporting Status

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2005 Quarterly Reports				Comments
						1	2	3	4	
Adelanto	Adelanto/Auburn/Jonathan Paving	01-052	12/06/00	\$224,000	\$0	Apr-06	Jul-06	Oct-06	Jan-07	RFA3 to be submitted 8/07
Barstow	1st Av @ Irwin Rd Realignment	00-085	01/05/00	\$255,000	\$255,000	C	C	C	C	Project obligated 8/05
Barstow	ING/CNG Natural Gas Fueling Station	00-077	04/02/03	\$1,587,823	\$1,587,573	C	C	C	C	Project obligated 8/05
Barstow Transit	Purchase Replacement Alt Fuel Paratransit Vehicles	00-081	02/07/01	\$1,663,244	\$1,663,244	C	C	C	C	Project obligated 5/03
Barstow Transit	Paratransit Vehicle Replacement - Gas	20040701	08/06/03	\$613,846	\$289,950	Apr-06	Jul-06	Oct-06	Jan-07	\$100,304 obligated on 09/13/06
Barstow Transit	Purchase Replace Alt Fuel Paratransit Vehicles	20020140	08/06/03	\$863,000	\$276,000	Apr-06	Jul-06	Oct-06	Jan-07	Funds programmed in future years
Barstow Transit	Paratransit Vehicle Expansion	20040821	08/06/03	\$191,000	\$191,490	C	C	C	C	Obligated 9/13/06
Barstow Transit	Bus System - 27 Passenger Replacement Alt Fuel	20041303	08/06/03	\$1,142,000	\$0	Apr-06	Jul-06	Oct-06	Jan-07	All funds programmed in future years
Barstow Transit	Bus System - Expansion Bus - 35' Alt Fuel 06-2	20041301	10/05/05	\$673,000	\$672,828	C	C	C	C	Obligated 9/13/06
Caltrans	I.E. Transportation Management Center & PNR - Fontana	200626	10/05/05	\$1,350,000	\$0	*	*	Oct-06	Jan-07	RFA3 to be submitted 12/07
MBTA	Replacement Paratransit Vehicles - Gas	20040811	08/06/03	\$616,000	\$0	Apr-06	Jul-06	Oct-06	Jan-07	Funds programmed in future years
MBTA	Deviated Fixed Route Vehicle Replace - Alt Fuel(28 passen	20040812	08/06/03	\$327,000	\$0	Apr-06	Jul-06	Oct-06	Jan-07	Funds programmed in future years
MBTA	Deviated Fixed Route Vehicle Replace - Alt Fuel(33 passen	20040813	08/06/03	\$269,000	\$0	Apr-06	Jul-06	Oct-06	Jan-07	Funds programmed in future years
MBTA	Purchase Replacement Alt Fuel Paratransit Vehicles	00-082/01-083	02/07/01	\$2,460,974	\$2,460,974	C	C	C	C	Project fully obligated
MBTA	Purchase Replacement Alt Fuel Paratransit Vehicles	20020808	08/06/03	\$371,000	\$370,941	C	C	C	C	Project obligated 4/05
SB County	Larrea Rd Paving	00-086	12/06/00	\$569,530	\$569,972	C	C	C	C	Project obligated 7/05
SB County	Mesquite St Paving	00-087	12/06/00	\$534,690	\$534,761	C	C	C	C	Project obligated 8/05
Victorville	Park & Ride at Victor Valley College	01-048	12/06/00	\$931,987	\$102,000	Apr-06	Jul-06	Oct-06	Jan-07	RFA3 to be submitted 6/07
Victorville	I-15/Amargosa Park-n-Ride Lot Expansion	00-107	02/02/00	\$653,728	\$80,000	Apr-06	Jul-06	Oct-06	Jan-07	RFA3 to submit 2/07
WTA	Replace Alt Fuel Paratransit Vehicles	SB041114	08/06/03	\$1,137,000	\$0	Apr-06	Jul-06	Oct-06	Jan-07	All funds programmed in future years
WTA	Replacement CNG Buses	SB041084	08/06/03	\$3,498,750	\$3,499,190	C	C	C	C	Obligated 6/7/06
WTA	Replace Alt Fuel Paratransit Vehicles	00-084	02/07/01	\$1,952,273	\$1,952,273	C	C	C	C	TEA-21 funds obligated
WTA	Replacement CNG Buses	00-083	02/07/01	\$3,288,524	\$3,289,124	C	C	C	C	TEA-21 funds obligated
TOTALS				\$25,183,369	\$17,805,340					

Obligation Status

Fiscal Year 06/07:

Fiscal Year 07/08:

Apportionment Subject to Reprogramming	\$11,332,804	Apportionment Subject to Reprogramming	\$8,775,815
Obligated Amount to Date*	\$4,877,922	Obligated Amount for FY07/08	\$0
Additional Obligation Scheduled by 11/07	\$2,034,715	Additional Obligation Scheduled by 11/08	\$2,306,696
Expected Amount Subject to Reprogramming 11/07	\$4,420,267	Expected Amount Subject to Reprogramming 11/08**	\$6,469,119

NOTES:

* - Includes projects with closed contracts and projects funded through Board set-asides

**NOTE: Not all SAFETEA-LU set-asides have been programmed yet. All funds will be programmed prior to reprogramming deadlines.

C - Project Complete/Cancelled

RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

TABLE 2
Congestion Mitigation and Air Quality Program Status
South Coast Air Basin

Quarterly Reporting Status

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2005 Quarterly Reports				Comments
						1	2	3	4	
Caltrans	IE Transportation Management Center & PNR - Fontana	200626	10/03/05	\$5,050,000	\$0	*	*	Oct-06	Jan-07	RFA3 to be submitted 12/07
Chino	Mountain Avenue Traffic Signal Coordination	02-022	08/01/01	\$251,000	\$251,000	C	C	C	C	Project obligated 3/05
Chino Hills	CNG Time-Fill Refueling Stations	02-036	08/01/01	\$88,400	\$88,000	C	C	C	C	Project obligated 8/05
Colton	Alt. Fuel Park-n-Ride One-Stop Facility	00-097	02/02/00	\$0	\$0	C	C	C	C	Project cancelled by City
Colton	Colton San Bernardino Pedestrian/Bikeway	02-027	08/01/01	\$432,704	\$0	Apr-06	Jul-06	Oct-06	Jan-07	RFA3 submitted 1/07
Colton	Washington St at Redhe Cyn & Hunts Ln Mitigation	00-102	02/02/00	\$400,000	\$60,000	Apr-06	Jul-06	Oct-06	Jan-07	RFA3 to be submitted 8/07
Fontana	Sierra Ave/Mulberry Ave ATMS Ph 1 - Communications	02-038	08/01/01	\$2,590,000	\$2,590,000	C	C	C	C	Project obligated 10/03
Highland	5th Street Signal Interconnect	02-032	08/01/01	\$209,000	\$209,000	C	C	C	C	Project obligated 8/05
Highland	Base Line Road Signal Interconnect	02-021	08/01/01	\$96,000	\$96,000	C	C	C	C	Project obligated 2/04
Highland	Palm Avenue Signal Interconnect	02-029	08/01/01	\$57,000	\$57,000	C	C	C	C	Project obligated 8/05
Longa Linda	Anderson St/Tippence Ave Signal Interconnect	00-092	02/02/00	\$105,740	\$105,000	C	C	C	C	Project obligated 2/03
MARTA	Big Bear Visitors Trolley	02-039	08/01/01	\$274,442	\$274,442	C	C	C	C	Project obligated 5/03
MARTA	Replacement Buses - All Fuel	200423	08/06/03	\$1,265,000	\$617,763	Apr-06	Jul-06	Oct-06	Jan-06	\$281,791 obligated 9/11/06
MARTA	Replacement Paratransit Vehicle Purchase	200424	08/06/03	\$1,265,000	\$272,672	Apr-06	Jul-06	Oct-06	Jan-06	\$272,672 obligated in 9/11/06
MARTA	Bus System - Operating Assistance	SB041055	08/06/03	\$60,000	\$0	C	C	C	C	Obligated 9/06
Monclair	North Monclair Signal Interconnect	02-033	08/01/01	\$309,700	\$309,700	C	C	C	C	Project obligated 6/03
Monclair	Ranoma Av Grade Separation	00-096	02/02/00	\$1,590,481	\$0	Apr-06	Jul-06	Oct-06	Jan-07	RFA3 to be submitted 2/07
Omnitrans	Replacement Paratransit Vehicles for Access Fleet	20040211	08/06/03	\$3,325,000	\$0	Apr-06	Jul-06	Oct-06	Jan-07	Funds programmed in future years
Omnitrans	Bus Replacement - All Fuel	SB050105	08/06/03	\$5,795,000	\$0	Apr-06	Jul-06	Oct-06	Jan-07	Funds programmed in future years
Rancho Cucamonga	Base Line Road Signal Synchronization	02-020	08/01/01	\$100,000	\$100,000	C	C	C	C	Project obligated 5/03
San Bernardino	East Valley LINGLNG Fueling Facility	02-024	08/01/01	\$911,859	\$911,796	C	C	C	C	Project obligated 7/06
San Bernardino	Washington Street at Waterman Avenue Traffic Signal	02-035	08/01/01	\$106,000	\$106,000	C	C	C	C	Project obligated 5/03
San Bernardino	Metrolink Parking Structure	20020802	08/06/03	\$7,139,000	\$531,000	Apr-06	Jul-06	Oct-06	Jan-07	Funds programmed in future years
SB County	Cresline Commuter Park and Ride Lot	02-028	08/01/01	\$354,119	\$355,000	C	C	C	C	Project obligated 7/05
SB County	San Bernardino Avenue Traffic Signal/Synchronization	02-023	08/01/01	\$2,545,237	\$2,545,237	C	C	C	C	Project obligated 7/05
SB County	Wabash Av @ SH-38 - Install Traffic Signals	00-089	02/02/00	\$173,250	\$173,772	C	C	C	C	Project obligated 8/05
Upland	Upland Metrolink Station - Parking Expansion	20040825	08/06/03	\$2,776,800	\$0	Apr-06	Jul-06	Oct-06	Jan-07	Funds programmed in future years
Upland	SP/PE Right-of-Way Bicycle/Pedestrian Trail - Phase II	02-031	08/01/01	\$1,555,053	\$1,555,053	C	C	C	C	Project obligated 5/04
TOTALS					\$38,640,785					

Obligation Status

Fiscal Year 06/07:	Fiscal Year 07/08:
Apportionment Subject to Reprogramming	Apportionment Subject to Reprogramming
Obligated Amount to Date*	Obligated Amount for FY07/08
Additional Obligation Scheduled by 11/07	Additional Obligation Scheduled by 11/08
Expected Amount Subject to Reprogramming 11/07**	Expected Amount Subject to Reprogramming 11/08**
	(Includes amount over-obligated in FY 06/07)
\$42,576,266	\$12,650,211
\$26,738,427	\$0
\$22,503,544	\$22,381,022
\$-6,665,705	\$-9,730,811

NOTES:

- * - Includes projects with closed contracts and projects funded through Board set-asides
- **NOTE: Not all SAF/ETEA LU set-asides have been programmed yet. All funds will be programmed prior to reprogramming deadlines.
- C - Project Complete/Cancelled
- RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

TABLE 3
Regional Surface Transportation Program Status

Quarterly Reporting Status

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2005 Quarterly Reports				Comments
						1	2	3	4	
Adelanto	El Mirage Rehab & Paving - West City Limits to US395	01-036	10/04/00	\$1,375,488	\$0	Apr-06	Jul-06	Oct-06	Jan-07	RFA3 to be submitted 8/07
Apple Valley	Yucca Loma Bridge over Mojave River	2000449	12/07/05	\$2,800,000	\$0	*	*	Oct-06	Jan-07	RFA1 submitted 11/06
Barstow	Lenwood Rd Rehab - Commerce Pkwy to 34th St West	01-040	10/04/00	\$423,000	\$423,000	C	C	C	C	Obligated 8/16/05
Barstow	East Main St Rehab - Barstow Rd to Muriel Dr	01-039	10/04/00	\$750,828	\$750,828	C	C	C	C	Obligated 8/17/05
Big Bear Lake	Signal at SR168 Big Bear Blvd/Paine Rd/Village Dr	01-035	10/04/00	\$495,280	\$495,280	C	C	C	C	Obligated 8/10/05
Colton	Main St/Loma Av Intersection Improvements	01-077	02/07/01	\$250,000	\$19,478	Apr-06	Jul-06	Oct-06	Jan-07	RFA2 to be submitted 5/07
Fontana	Sierra Av-Baseline to Highland Av-Widen 4-6 Lanes	01-076	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 12/3/03
Fontana	Foothill Bl - East Av to Hemlock - Widen 4-6 Lanes	01-079/080	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 9/03
Fontana	Jurupa/Mulberry Intersection Improvements	01-081	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 12/3/03
Fontana	Baseline/Citrus to Maple - Widen 2-6 Lanes	01-076	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 12/3/03
Hesperia	Ranchero Rd Grade Separation	SBD031278	12/07/05	\$3,650,000	\$0	*	*	Oct-06	Jan-07	RFA3 to be submitted 7/08
Highland	5th St - Boulder to SR30 - Widen 2-4 Lanes	01-075	02/07/01	\$870,600	\$870,600	C	C	C	C	Project obligated 8/25/06
Rialto	Pepper Av/Foothill to Highland-Widen and Extend to 6 Lanes	01-078	02/07/01	\$0	\$0	C	C	C	C	Board reallocated funds to other projects 12/03
San Bernardino	State St-16th St to Foothill-Extend 2 lanes	01-082	02/07/01	\$2,005,000	\$80,000	Apr-06	Jul-06	Oct-06	Jan-07	RFA2 to be submitted 6/07
SB County	Needles Hwy-N St to Nevada State Line-Realign Rehab	01-033	10/04/00	\$2,478,840	\$1,043,975	Apr-06	Jul-06	Oct-06	Jan-07	RFA2 to be submitted 10/08
SB County	National Trails Hwy - Passing Lanes	01-038	10/04/00	\$1,907,284	\$310,000	Apr-06	Jul-06	Oct-06	Jan-07	RFA2 to be submitted 10/07
SB County	Cedar Av Widening PSE - Slover Av to Valley Bl	01-074	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 3/25/05
Twentynine Palms	Two Mile Road Rehab - Surprise to Lear	01-037	10/04/00	\$0	\$0	C	C	C	C	Project cancelled 9/9/04
Victorville	I-15 La Mesa/Nisqually Interchange	SBD34170	12/07/05	\$3,800,000	\$0	*	*	Oct-06	Jan-07	RFA1 to be submitted 2/07
Victorville	I-15/Mojave Dr IC	33380	12/04/02	\$1,000,000	\$0	Apr-06	Jul-06	Oct-06	Jan-07	RFA3 to be submitted 1/07
Victorville	Bear Valley Rd Rehab - I-15 to Kiowa Rd	01-041	10/04/00	\$5,959,071	\$5,959,000	C	C	C	C	Obligated 08/23/05
TOTALS				\$27,805,369	\$9,992,159					

Obligation Status

Fiscal Year 06/07:

Fiscal Year 07/08:

Apportionment Subject to Reprogramming	\$33,096,642	Apportionment Subject to Reprogramming	\$562,573
Obligated Amount to Date*	\$28,530,832	Obligated Amount for FY07/08	\$0
Additional Obligation Scheduled by 11/07	\$21,655,835	Additional Obligation Scheduled by 11/08	\$24,994,177
Expected Amount Subject to Reprogramming 11/07 **\$-17,090,025		Expected Amount Subject to Reprogramming 11/08 **\$-24,431,804	
(includes amount of over-obligated in FY 06/07)			

NOTES:

* - Includes projects with closed contracts and projects funded through Board set-asides

**NOTE: Not all SAFETEA-LU set-asides have been programmed yet. All funds will be programmed prior to reprogramming deadlines.

C - TEA-21 Funded Project Complete/Cancelled

RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

TABLE 4
Transportation Enhancement Program Status

Quarterly Reporting Status

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2005 Quarterly Reports				Comments
						1	2	3	4	
Barstow	I-15/Lenwood Road Landscaping	01-058	12/05/00	\$416,880	\$416,880	C	C	C	C	Obligated 8/16/05
Chino	Chino/Chino Hills Bikeway Connector	00-073	01/05/00	\$435,000	\$435,000	C	C	C	C	Obligated 3/05
Colton	Colton San Bernardino Ped/Bikeway Project	02-041	08/01/01	\$719,853	\$60,543	Apr-06	Jul-06	Oct-06	Jan-07	RFA3 submitted 1/07
Fontana	Fontana Portion of Inland Empire Pacific Electric Trail	200431	10/05/05	\$1,796,000	\$0	Apr-06	Jul-06	Oct-06	Jan-07	Funds to be allocated at April CTC meeting
Rancho Cucamonga	Rancho Portion of Inland Empire Pacific Electric Trail	20020201	10/05/05	\$1,796,000	\$1,796,000	C	C	C	C	Obligated 8/25/06
SB County	Santa Ana River Trail - La Cadena to Waterman	00-070	01/05/00	\$2,706,213	\$2,706,213	C	C	C	C	Project obligated
SB County	Santa Ana River Trail - Waterman Ave to California St	01-054	12/05/00	\$1,040,060	\$1,040,060	C	C	C	C	Project obligated 6/05
SB County	Lake Gregory Walkway	01-055	12/05/00	\$1,009,360	\$1,009,360	C	C	C	C	Project obligated 6/05
SB County	Green Valley Lake Museum, Trail, Visitors Center	00-076	01/05/00	\$200,000	\$91,000	C	C	C	C	Project fully obligated
Twentynine Palms	National Park Drive Entry Project	00-075	01/05/00	\$91,000	\$91,000	C	C	C	C	Project obligated 5/05
Upland	SP/PE ROW Bike/Ped Trail	01-056	12/05/00	\$1,566,400	\$1,566,400	C	C	C	C	Project fully obligated
Upland	SP/PE Right-of-Way Bicycle/Pedestrian Trail - Phase I	02-031	08/01/01	\$908,000	\$908,000	C	C	C	C	Project obligated 8/04
US Forest Service	Rim of the World Scenic Trail	01-029	01/05/00	\$1,000,000	\$0	Apr-06	Jul-06	Oct-06	Jan-07	RFA1 to be submitted 10/07
Victorville	Riverwalk Trail	00-071	01/05/00	\$2,212,643	\$761,000	Apr-06	Jul-06	Oct-06	Jan-07	RFA2 to be submitted 3/09
		TOTALS		\$15,897,209	\$10,985,600					

Allocation Status

Fiscal Year 06/07	Fiscal Year 07/08
Apportionment Subject to Lapse \$3,741,000	Apportionment Subject to Lapse \$3,378,000
Allocated Amount to Date* \$0	Allocated Amount for FY07/08 \$0
Additional Allocation Scheduled by 7/07 \$2,455,210	Additional Allocation Scheduled by 7/08 \$2,089,259
Amount Subject to Lapse 7/07* \$1,285,790	Expected Amount Subject to Lapse 7/08* \$1,288,741

NOTES:

*Note: TE funds not allocated by the CTC in the year programmed will lapse. The funds will be available for programming in the 2008 STIP cycle
C - TEA-21 Funded Project Complete/Cancelled
RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 19

Date: March 7, 2007

Subject: Increase in the Valley Measure I Fare Subsidy for Elderly Individuals and Individuals with Disabilities using the Omnitrans Fixed Route Service

Recommendation:* Approve an increase in the Valley Measure I fare subsidy for elderly individuals and individuals with disabilities from \$.05 per boarding to \$.10 per fixed route boarding and authorize a continuing increase in the fixed route fare subsidy as Omnitrans raises the base fare until such time as the fare subsidy for the fixed route is equal to that provided on the demand responsive services (\$.25).

Background: The Valley Measure I Expenditure Plan provides that 6% of the revenue be made available to offset fare increases and/or enhance transit services for elderly individuals and individuals with disabilities. In August 1991 the Board authorized the use of Valley Measure I revenues to offset a proposed fare increase that would apply to elderly individuals and individuals with disabilities and to provide operating assistance for demand responsive service operated by Omnitrans.

Currently, the fare subsidy for elderly individuals and individuals with disabilities using the Omnitrans services is as follows: 1) for the fixed route: \$.10 for cash fare boarding and \$.05 for each pass boarding; and 2) for the demand responsive services (Access and OmniLink): \$.25 per boarding. The current year budget for Omnitrans anticipates a total of \$330,486 in Valley Measure I fare subsidy; \$210,211 for the fixed route, \$112,455 for Access, and \$7,820 for OmniLink.

*

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

The Comprehensive Operational Analysis/Short Range Transit Plan (COA/SRTP) currently being conducted for Omnitrans will be recommending additional increases to the fare structure over the next several years in an attempt to reach a ratio of passenger fares to operating expenses equal to 25% for all general public transit service. In addition, the COA/SRTP will likely include recommendations to encourage elderly individuals and individuals with disabilities capable of doing so to use fixed route system whenever possible. This is certainly the preferred approach as the FY 2007 subsidy per passenger is estimated to be \$16.85 for Access versus \$2.93 the fixed route.

Omnitrans will be proposing a change to the fare structure beginning in July 2007. SANBAG staff has been working with Omnitrans in an effort to expand the Valley Measure I \$.10 fare subsidy currently provided for cash fare boardings only to the passes sold to elderly individuals and individuals with disabilities. Approximately 73% of all fixed route boardings by elderly individuals and individuals with disabilities are by pass holders. Using the trip multipliers by pass type provided by Omnitrans, staff has estimated that more than \$100,000 in additional Valley Measure I fare subsidy for the fixed route service would be available to Omnitrans next year.

On February 14th a comparison of the COA and SANBAG proposed fare structure change for elderly individuals and individuals with disabilities using the fixed route was presented to the Omnitrans Planning and Productivity Committee. The consensus of the Omnitrans committee was that the SANBAG proposal resulted in too large of an increase to the consumer. On February 15th SANBAG and Omnitrans staff met to see if an agreed upon fare change could be reached. The table below represents the agreed upon changes.

Comparison of Senior and Disabled Fixed Route Fare Media

Fare Media Type	Current Fare ¹ 7/1/06	Current Measure I Subsidy	Current Net Cost to Consumer	SANBAG Proposed Fare ¹ 7/1/07	Proposed Total Measure I Subsidy	Proposed Net Cost to Consumer
Cash	\$0.60	\$0.10	\$0.50	\$0.65	\$0.10	\$0.55
Day Pass	\$1.45	\$0.40	\$1.25	\$2.00	\$0.40	\$1.60
10-Pack Day Pass	\$14.15	\$1.65	\$12.50	\$16.80	\$3.30	\$13.50
7 Day Pass	\$6.85	\$0.85	\$6.00	\$8.70	\$1.70	\$7.00
31 Day Pass	\$23.10	\$2.60	\$20.50	\$27.70	\$5.20	\$22.50

¹Current and Proposed Fare excludes Measure I subsidy.

SANBAG staff continues to express concern over the higher discounts Omnitrans is applying to the day pass and multiple-pass fare media. The discounts are 42% for the day pass and 37% for the one-day ten pack and seven-day pass. SANBAG would recommend that Omnitrans reconsider these discounts prior to the development of the FY 2008-2009 budget.

Financial Impact: This item does not have an impact on the current year budget. The projected \$100,000 increase in Valley Measure I fare subsidy for the fixed route will be offset by a like reduction in the amount of Valley Measure I used to support operating assistance for the Access service.

Reviewed By: This item was reviewed by the Plans and Programs Committee on February 21, 2007 and unanimously recommended for approval. *(Meeting chaired by Paul Eaton)*

Responsible Staff: Michael Bair, Director of Transit and Rail Programs

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 20

Date: March 7, 2007

Subject: Measure I Four Year Capital Improvement Plans

Recommendation:* Accept the Measure I 2006-2010 Summary Report of Four Year Capital Improvement Plans for Local Pass-Through Funds in the Valley and Mountain/Desert subareas. (Separate Attachment)

Background: Measure I requires that each local jurisdiction receiving Local Pass-Through Funds annually adopt a Five Year Capital Improvement Plan that identifies the specific projects upon which funds shall be expended. Since only four years remain on Measure I 1990-2010, this year local jurisdictions were required to submit Four Year Capital Improvement Plans. The summary report is a compilation of the plans adopted by each jurisdiction and provides information on progress toward meeting the objectives of the program.

Plans for the Valley jurisdictions contain projects for local priorities. Plans for the Mountain/Desert jurisdictions contain projects for regional/arterial needs, local roads, and elderly and handicapped transit expenditures. The plans submitted by Valley and Mountain/Desert jurisdictions are included in the report.

It is estimated that the Measure I Local Pass-Through Fund category will result in \$198,600,551 for San Bernardino cities and the County to make road

*

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

BRD0703B-RPG.DOC
Attach: MICIP0610-RPG.XLS
50407000
50507000

improvements within their local jurisdictions during the 2006-2010 four year period. The plans included in this report list approximately \$300.5 in anticipated projects for road maintenance, repair, and construction.

Financial Impact: This item has no direct impact upon the Budget. The report contains detailed information on expenditures to be made by local jurisdictions under the guidance established by Board actions and the Measure. Staff activities related to this item are consistent with the adopted Budget, Task No. 50407000, Measure I Admin – Valley, and Task No. 50507000, Measure I Admin – Mountain/Desert General.

Reviewed By: The Measure I Four Year Capital Improvement Plans for Mountain/Desert jurisdictions were reviewed and recommended for approval by the Mountain/Desert Committee on January 19, 2007 (Chaired by Dennis Hansberger). The plans for Valley jurisdictions were reviewed and recommended for approval by the Plans and Programs Committee on February 21, 2007 (Chaired by Paul Eaton).

Responsible Staff: Ryan Graham, Transportation Planning Specialist

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 21

Date: March 7, 2007

Subject: Measure I 2010-2040 Subarea Revenue Estimates by Program Area

Recommendation:* Adopt Measure I 2010-2040 revenue estimates by program area for Measure I Strategic Planning purposes.

Background: On August 2, 2006, the Board of Directors approved revision of the Measure I 2010-2040 Revenue estimate upward from \$6.0 billion in 2003 dollars to \$8.0 billion in 2006 dollars. The revised forecast was a countywide revenue forecast based on a slightly higher forecast by Dr. John Husing, Consultant Economist to SANBAG.

Over the past several months, staff developed a methodology to allocate the projected countywide Measure I 2010-2040 revenue to the geographic subareas of San Bernardino County. The Board of Directors approved the revenue allocation methodology at its January 2007 meeting. Following approval by the Board of Directors, staff developed revenue estimates by program area for each of the San Bernardino County Subareas, included in the Measure I 2010-2040 Expenditure Plan. The subareas include: the San Bernardino Valley, Colorado River, Morongo Basin, Mountains, North Desert, and Victor Valley. Per the Expenditure Plan, funding for the Cajon Pass improvements are funded by 3% of the San Bernardino Valley and 3% of the Victor Valley revenue.

The revenue estimates by program area are included as an attachment to this agenda item. The revenue estimates by program area were developed by using

*

Approved
Mountain/Desert Committee

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

the formulas prescribed in the Measure I 2010-2040 Expenditure Plan Schedules D, E, F, G, H and I. Built into the Expenditure Plan are provisions for adjustment to several transit programs for the Valley and Victor Valley Subareas. The revenue estimates included in Attachment A do not anticipate adjustment to those transit programs; the Measure I percentages are assumed to be constant throughout the thirty-year life of Measure I.

- Financial Impact:*** This item has no direct impact on the adopted SANBAG Budget. Staff activities associated with this item are consistent with the adopted SANBAG budget, Task No. 60907000, Agency Strategic Planning.
- Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on February 16, 2007. (***Meeting Chaired by Dennis Hansberger***)
- Responsible Staff:*** Ryan Graham, Transportation Planning Specialist

Attachment A

Cajon Pass		
MI 2010-2040 Revenue Estimate		\$223,829

San Bernardino Valley		
MI 2010-2040 Subarea Estimate		\$6,045,076
Program Category	MI %	Amount
Freeway Projects	29%	\$1,753,072
Freeway Interchange Projects	11%	\$664,958
Major Street Projects	20%	\$1,209,015
Local Street Projects	20%	\$1,209,015
Traffic Management Systems	2%	\$120,902
Metrolink / Rail Service	8%	\$483,606
Express Bus Service / BRT	2%	\$120,902
Senior / Disabled Transit	8%	\$483,606

Colorado River		
MI 2010-2040 Subarea Estimate		\$11,323
Program Category	MI %	Amount
Local Street Projects	68%	\$7,700
Traffic Management Systems	2%	\$226
Major Highway Projects	25%	\$2,831
Senior / Disabled Transit	5%	\$566

Morongo Basin		
MI 2010-2040 Subarea Estimate		\$192,880
Program Category	MI %	Amount
Local Street Projects	68%	\$131,158
Traffic Management Systems	2%	\$3,858
Major Highway Projects	25%	\$48,220
Senior / Disabled Transit	5%	\$9,644

Mountains		
MI 2010-2040 Subarea Estimate		\$167,849
Program Category	MI %	Amount
Local Street Projects	68%	\$114,137
Traffic Management Systems	2%	\$3,357
Major Highway Projects	25%	\$41,962
Senior / Disabled Transit	5%	\$8,392

North Desert		
MI 2010-2040 Subarea Estimate		\$166,987
Program Category	MI %	Amount
Local Street Projects	68%	\$113,551
Traffic Management Systems	2%	\$3,340
Major Highway Projects	25%	\$41,747
Senior / Disabled Transit	5%	\$8,349

Victor Valley		
MI 2010-2040 Subarea Estimate		\$1,192,056
Program Category	MI %	Amount
Local Street Projects	68%	\$791,580
Traffic Management Systems	2%	\$23,841
Major Highway Projects	25%	\$298,014
Senior / Disabled Transit*	5%	\$78,622

*Begins at 5% through 2015 and then increases 0.5% every five years to a maximum of 7.5%. All increases above the initial revenue collected for Senior and Disabled Transit Service come from the general Local Street Projects.

DISCUSSION ITEMS

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 22

Date: March 7, 2007

Subject: Draft Redlands Passenger Rail Station Area Plan

Recommendation:*

- 1) Receive Presentation on Draft Redlands Passenger Rail Station Area Plan; and
- 2) Approve the Draft Redlands Passenger Rail Station Area Plan in concept.

Background: In April 2006 the Board awarded Contract C06050 to Gruen Associates to prepare station area plans for the proposed implementation of passenger rail service between the San Bernardino Transcenter and the University of Redlands on the former ATSF Redlands Subdivision acquired by SANBAG in 1993. The implementation of passenger rail service between San Bernardino and Redlands was approved as part of the Measure I Extension Expenditure Plan approved by the voters in November 2004.

The purpose of this work effort is to finalize the location of stations along the rail corridor and determine the types of development that would be acceptable to the affected cities as well as address the Federal Transit Administration's (FTA) emphasis on the transit supportive land use and economic development aspects of the proposed passenger rail project. Transit supportive land use and economic development are two of several criteria the FTA will be reviewing when determining federal grant awards.

Gruen and Associates, along with their subcontractors, presented the study results to the Commuter Rail Committee in November 2006. A stakeholders' (elected officials, planning commission members and potential developers) meeting and an

*

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

open-community workshop were held on November 16th, at the Loma Linda Community Center.

Formal presentations of the draft report were made to joint meetings of the city councils and planning commission during the month of December. The city of Redlands Planning Commission and City Council approved the report in concept on December 4th. The San Bernardino Planning Commission and City Council approved the report in concept on December 9th and 22nd respectively.

The joint presentation to the city of Loma Linda occurred on December 9th, but the item was not agendized for action. A follow-up presentation was made to the city of Loma Linda Infrastructure Committee which recommended approval of the report on January 19th. While none of the proposed stations are within the city of Loma Linda, the development of property along the west side of California Avenue is within the city. Staff will continue to work with the city of Loma Linda to seek approval of the report in concept.

Approval of the station area plan in concept affirms the interest on the part of the Authority and the corridor cities to allow for transit-supportive development in the vicinity of the proposed stations.

Financial Impact: The preparation of the draft plan is consistent with the adopted Agency budget. Funding has been provided under Task 38007000. The funding source is LTF Planning.

Reviewed By: This item was reviewed by the Commuter Rail Committee on November 16, 2006 and unanimously recommended for approval. (*Meeting chaired by Patricia Gilbreath*)

Responsible Staff: Michael Bair, Director of Transit and Rail Programs

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 23

Date: March 7, 2007

Subject: Amendment Number 1 to contract C03-001 with Ron DeLaby from Paladin Investigative Services, LLC for Call Box Recovery Services.

Recommendation: * Approve Amendment to contract C03-001, with Ron DeLaby from Paladin Investigative Services to provide recovery services for call box knockdowns throughout San Bernardino County for an additional two-year period, as outlined in the Financial Impact Section below.

Background: This is an amendment to a Sole Source Contract. The San Bernardino Service Authority for Freeway Emergencies (SAFE) operates 1,600 call boxes on the freeways and highways in San Bernardino County. On average, 120 call boxes are knocked-down each year. During a two year period of November 1, 2004 through October 31, 2006 there were 283 call boxes knocked down in San Bernardino County. The cost to repair each call box can be as high as \$4,000 per knockdown and the cost to repair each call box varies based upon the extent of the damage to each call box. Call boxes have a built in tilt alarm, and when activated, a notification is immediately sent to the California Highway Patrol (CHP). Because a knocked-down call box may indicate an accident with injuries, most often a CHP officer is dispatched to the scene and as a result, compiles a Traffic Collision Report. These reports are of great assistance in determining who exactly damaged the call box for the purpose of pursuing a recovery option. Sometimes CHP does not generate a report for knocked-down or damaged call boxes, because a tilt alarm was not activated and CHP never was dispatched to the scene or the driver was able to leave the incident site before CHP arrived.

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

Most SAFEs do not attempt to recover the costs of knocked-down call boxes or attempt to recover funds from motorist/insurance companies. SAFEs that do recover funds either do so through their existing SAFE staff or through their management consultant contracts (which serve as an extension of Staff). Since the San Bernardino call box program staffing is limited and Staff does not have expertise in this arena, the SAFE employs the services of a consultant who is familiar with law enforcement and who has worked in the area of insurance claims. Mr. Ron DeLaby is considered an expert in this field, as he holds a private investigators' license, is a retired Police Officer who worked for 20 years in the Inland Empire, has worked as an insurance claims' adjuster and is licensed in that field. Within the past five years Mr. DeLaby has recovered over \$193,000 for San Bernardino SAFE. Mr. DeLaby's contract is based on the terms that the SAFE reimburses Mr. DeLaby 33% of any funds recovered by the claim. If Mr. DeLaby does not recover any damages from the motorist or the insurance company, then the SAFE is not obligated to reimburse Mr. DeLaby for his time.

An extension of the existing Sole Source Agreement meets the SANBAG Sole Source Contracting requirements, because Mr. DeLaby:

1. has unique qualifications to perform this work for the agency,
2. has demonstrated experience with this and other agencies to complete this work, and
3. based on discussion with other SAFEs throughout California, there are no other known consultants that can perform this work, therefore there is a lack of competition for this unique type of work.

Therefore, since the SAFE has utilized Mr. DeLaby's services on a sole source basis since 1992, and since funds exist in the current contract to extend the contract, Staff recommends approval of the two-year extension.

Financial Impact: Since this amendment only extends the contract period, and funds exist within the contract to fund this extension period, there is no additional impact to the current budget. Funding for future year budgets will be budgeted accordingly, utilizing Department of Motor Vehicle Revenue. TN 70207000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on February 21, 2007. This item has been reviewed to as to form by SAFE Legal Counsel. (*Meeting Chaired by Paul Eaton*)

Responsible Staff: Michelle Kirkhoff, Director of Air Quality/Mobility Programs

SANBAG Contract No. 03-001-01

by and between

San Bernardion Associated Govenments

and

Paladin Investigative Services, LLC

for

Services to recover Damages to San Bernardino County Call Boxes**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID PG3	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes:

Original Contract: \$ 125,000

Previous Amendments Total: \$ _____

Previous Amendments Contingency Total: \$ _____

Contingency Amount: \$ _____

Current Amendment: \$ _____

Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 125,000

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
70208000	5553	SAFE Vehicle Registration Funds	0760	\$ 27,000
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: 3/6/02 Contract Start: 7/1/02 Contract End: 6/30/07New Amend. Approval (Board) Date: 3/7/07 Amend. Start: 7/1/07 Amend. End: 6/30/09**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

Approved Budget Authority →	Fiscal Year: <u>07/08</u> \$ <u>27,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>25,000</u>
-----------------------------	---	--	------------------

Is this consistent with the adopted budget? ☒ Yes ☐ NoIf yes, which Task includes budget authority? Will be incorporated into next year's budget, TN 70208000If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT**

Please mark an "X" next to all that apply:

☐ Intergovernmental ☒ Private ☒ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes _____ %Task Manager: Michelle KirkhoffContract Manager: Marla Modell

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: CSS0300101.doc

Amendment to Contract 03-001-01

By and Between
SAN BERNARDINO SERVICE AUTHORITY FOR FREEWAY
EMERGENCIES
And
PALADIN INVESTIGATIVE SERVICES, LLC
For
SERVICES TO RECOVER DAMAGES TO SAN BERNARDINO COUNTY
CALL BOXES

WHEREAS, the San Bernardino Service Authority for Freeway Emergencies, hereinafter referred to as "SAFE" and Paladin Investigative Services, LLC, hereinafter referred to as "CONSULTANT", have previously entered into a contract effective March 6, 2002, wherein SAFE engaged CONSULTANT to provide cost recovery services associated with the San Bernardino Motorist Aid Call Box System.

WHEREAS, SAFE and CONSULTANT desire to amend the Contract to extend the term for two additional years.

NOW, THEREFORE, SAFE Contract 03-001 is hereby amended as follows:

1. **Section I.2. Term:** The term of this Agreement shall be from July 1, 2002 to June 30, 2009, unless earlier terminated as provided herein.
2. **Section V.2. Delivery of Notices:** Amend the SAFE address to read:

SAFE: San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
3. All other portions of this Agreement shall remain in full force and effect and are incorporated herein by this reference.

IN WITNESS WHEREOF, the authorized parties have below signed and executed this Amendment to the Contract and shall be effective on the date set forth above.

SAN BERNARDINO SAFE:

By: _____
Dennis Hansberger, President

**REVIEWED AND RECOMMENDED
FOR APPROVAL:**

By: _____
Mark A. Grasso, Executive Director

**APPROVED AS TO LEGAL FROM
FOR SAFE:**

By: _____
Jean-Rene Basle, SAFE Counsel

CONSULTANT:

By: _____
Ron C. DeLaby
Paladin Investigative Services

Minute Action

AGENDA ITEM: 24

Date: March 7, 2007

Subject: Corridor Mobility Improvement Account (CMIA) Status

Recommendation:* Receive report on California Transportation Commission (CTC) allocation of CMIA funds at the special meeting of the CTC on the CMIA on February 28, 2007.

Background: Proposition 1B, approved by the voters of California in November 2006, provides for about \$19.9 billion in additional transportation funding within California. Of this total, \$4.5 billion is for the Corridor Mobility Improvement Account. On January 10, 2007, the SANBAG Board of Directors approved nomination of the projects on the SANBAG CMIA List (Attachment 1), including projects listed by Caltrans, to the California Transportation Commission for funding from the CMIA.

CTC staff's recommendations were made public on February 16, 2007 (Attachment 2). These recommendations included funding for the I-10 westbound project, the I-10 HOV Phase one bridge widenings and I-10 auxiliary lane and ramp improvements, and the I-215/SR-210 interchange connectors, but not the I-215, the I-15 Phase 2, and the Victor Valley interchanges on I-15. SR-58 improvements were suggested for later consideration. The CTC staff recommendation totaled only \$2.8 billion of the \$4.5 billion intended to be available through the CMIA. At President Hansberger's request, Supervisor Biane provided testimony on behalf of SANBAG's projects at the public hearing

*

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

before the CTC on February 20th. Also on February 20th, Governor Schwarzenegger released a letter to the CTC in which he called on the CTC to fully allocate the CMIA funds at the earliest possible time, and to give renewed consideration to critical candidate projects throughout the state, including I-215. The CTC then directed its staff to consider both the projects included in its initial recommendation and the projects noted by the Governor to develop a list for the full \$4.5 billion for consideration on February 28th. SANBAG was contacted by CTC staff and responded to requests for additional information on several projects.

Staff will report on the actions taken by the CTC on February 28th to allocate the CMIA funds, and the implications it will have for the SANBAG program. The CMIA funding decision will be a critical basis for the development of the programming strategy for the STIP augmentation, which will be discussed in a separate agenda item.

Financial Impact: CMIA allocations are unlikely to have a significant impact on the approved Fiscal Year 2006-2007 SANBAG Budget, but will profoundly benefit both the levels of funding for major projects construction, and support of monitoring and operation of the freeway system in San Bernardino County.

Reviewed By: This item was reviewed by the Plans and Programs Policy Committee on February 21, 2007. *(Meeting Chaired by Paul Eaton)*

Responsible Staff: Ty Schuiling, Director of Planning and Programming

Attachment 1

CMIA Project Candidates

Sponsor	Project	Total Cost	CMIA Request
CT/SANBAG	I-215 widening between I-10 and Route 30, San Bernardino	\$680,686,000	\$111,700,000
CT/SANBAG	I-10 ramp widenings and auxiliary lanes (Cherry, Citrus, Cedar Avenues - Fontana/Bloomington area)	\$30,325,000	\$30,325,000
CT/SANBAG	I-10 westbound lane, Yucaipa-Redlands	\$43,186,000	\$38,186,000
CT/SANBAG	I-15 improvements at D St., E St., Stoddard Wells, Mojave River, Victorville	\$136,481,000	46,400,000
CT/SANBAG	Route 58 widening, Hinkley	\$149,828,000	\$130,400,000
SANBAG	I-10 interchange widening for future carpool lanes (Riverside, Cherry, Citrus Avenues – Fontana/Rialto area)	\$149,288,000	\$107,900,000
SANBAG	I-15 La Mesa Road/Nisqualli Road interchange in Victorville and I-15 Ranchero Road interchange in Hesperia	\$134,096,000	\$44,352,000
SANBAG	Route 210/I-215 connectors; widening of I-215 north of Route 30	\$96,200,000	\$22,000,000
	Totals	\$1,420,090,000	\$531,273,000

Corridor Mobility Improvement Account - Project nominations. (\$1,000's)

CMIA region	County	Route	Project Title	Contract award date	Total Cost	CMIA Requested	Cons	Earmarks Const	STIP Const	Net Const	Req Pct	Rec Pct	Staff Rec	Deliv	Approp	Value	Approp + Value	Deliv Value
Recommended for CMIA Program - Congestion Relief																		
Central Coast	Monterey	1	2-lane expressway, Salinas Rd interchange	7/2009	48,533	37,061	37,061	0	0	37,061	100.0%	70.0%	25,943	4	3.1	4.5	7.6	11.6
Central Coast	San Luis Obispo	1	Auxiliary lanes, Morissette to Soquel Ave	6/2010	21,684	16,140	18,140	0	0	18,140	89.3%	70.0%	12,688	3	3	4	7	10
Central Coast	San Luis Obispo	101	EB HOV lanes, Mussel Shoals to Castias Pass Rd	2/2011	151,470	131,500	131,500	0	0	131,600	115.1%	100.0%	131,600	3	3	4	7	10
Central Coast	San Luis Obispo	560	EB HOV Lane, Hacienda to Greenville	2/2008	153,700	95,700	139,700	0	27,000	112,700	84.9%	70.0%	78,880	5	4	2.5	6.5	11.5
S.F. Bay Area	Alameda/Contra Costa	80	Integrated twofacelane to Greenville	7/2009	87,700	65,400	76,100	0	20,800	55,300	114.6%	100.0%	55,300	4	5	5	10	14
S.F. Bay Area	Contra Costa	4	Widening, Somersville to Rte 160	11/2010	335,000	85,000	189,000	0	0	189,000	45.2%	55.0%	103,400	3.5	3	2.5	5.5	9
S.F. Bay Area	Contra Costa	24	Caldecott Tunnel - 4th Bore	6/2009	420,000	175,000	375,900	1,000	5,400	369,500	47.4%	55.0%	203,225	4	4.1	3.1	7.1	11.1
S.F. Bay Area	Napa/Solano	12	Jameson Canyon widening, Phase 1	9/2010	139,500	102,100	105,700	0	0	105,700	96.6%	70.0%	73,950	3	3.5	3.5	7	10
S.F. Bay Area	Santa Clara	101	Widening, Yerba Buena to I-280/1680	3/2010	104,220	30,000	90,400	8,000	0	82,400	36.4%	55.0%	45,320	4	4	4	6	11.5
S.F. Bay Area	Sonoma	101	HOV lanes, Wilfred Av-Santa Rosa Av	12/2008	85,440	44,800	69,100	0	0	69,100	64.8%	70.0%	46,370	4.5	4	3.5	7.5	11.5
S.F. Bay Area	Sonoma	101	HOV lanes, Railroad Av-Rohnert Park Expwy	4/2009	110,250	42,848	83,300	0	36,403	49,897	85.9%	70.0%	34,928	4	4	3.5	7.5	11.5
S.F. Bay Area	Sonoma	101	HOV lanes, Steele-Windor River (North Pt A)	6/2008	121,360	68,360	103,200	5,600	14,900	82,700	82.7%	70.0%	57,890	5	3.1	2.5	5.6	10.6
Sacramento Valley	El Dorado	50	HOV lanes, ED Co Ln to Bass Lake IC	7/2008	42,360	20,000	39,160	0	0	39,160	51.1%	60.0%	23,496	4.5	4	3.1	7.1	12.1
Sacramento Valley	Placer	80	HOV & Aux lanes, Sac Co to Eureka Rd (Phase 2)	5/2008	80,232	15,000	72,422	51,346	500	20,586	72.9%	100.0%	20,586	5	4	3	7	12
Sacramento Valley	Placer	80	WB HOV & Aux lanes, Eureka to Rt 65 (Phase 3A)	5/2009	34,000	34,000	31,300	0	0	31,300	108.6%	100.0%	31,300	4.5	4	3.1	7.2	11.2
Sacramento Valley	Sacramento	50	HOV lanes, Watt Ave to Sunrise Blvd, Phase 1	9/2009	165,000	80,000	147,125	6,000	0	147,125	54.4%	60.0%	88,275	4	4	5	9	14
San Diego	San Diego	5	North Coast Corridor, Stage 1A, Unit 1	9/2007	73,826	64,000	58,000	0	0	52,000	123.1%	70.0%	35,400	5	4	5	9	14
San Diego	San Diego	15	Managed lanes, Mira Mesa access ramp	6/2008	431,324	350,000	350,000	0	0	350,000	100.0%	50.0%	175,000	5	4	5	9	14
San Diego	San Diego	15	Managed lanes, Mira Mesa access ramp	4/2008	50,000	50,000	50,000	0	0	50,000	100.0%	50.0%	25,000	5	4	5	9	14
San Diego	San Diego	805	North Coast Corridor, Stage 1A, Unit 2	8/2010	94,000	82,000	80,300	0	0	80,000	102.5%	70.0%	56,000	3	3	4	7	10
San Diego	San Diego	805	2 SB aux lanes, E Street to SR-54	9/2008	19,445	19,445	16,900	0	0	16,900	115.1%	70.0%	11,830	5	3	3	6	11
Southern California	San Diego	805	HOV lanes, Ora Co Line-Bloomfield (segs 1,2,3)	12/009	715,001	387,000	377,552	12,303	140,113	225,136	171.9%	70.0%	157,595	4.5	4	2	6	10.5
Southern California	Los Angeles	5	HOV lanes, Rte 134 to Rte 170	11/2008	606,000	73,000	319,000	400	17,280	292,320	25.0%	70.0%	97,300	3	3	2	5	8
Southern California	Los Angeles	5	HOV lanes, Puente Ave. to Citrus St	5/2011	173,500	173,500	139,000	0	0	139,000	124.8%	70.0%	79,300	2.5	4	3.1	7.1	9.6
Southern California	Orange	10	HOV Connector, Rte 22/405 and 405/605	3/2010	400,000	200,000	345,500	0	0	345,500	57.9%	70.0%	200,000	3.5	4	5	9	12.5
Southern California	Orange	22	Widen NB, Rte 91 to Lambert Rd.	6/2010	140,000	70,000	124,546	0	0	124,546	56.2%	70.0%	70,000	3	3	3.5	6.5	9.5
Southern California	Orange	57	Widen NB, Katella Ave to Lincoln Ave	5/2011	41,086	20,086	34,602	0	0	34,692	57.9%	70.0%	20,086	2	3	4.1	7.1	9.1
Southern California	Orange	81/2002	EB auxiliary lane, Rte 241 to Rte 71	8/2002	80,500	73,800	71,440	0	0	71,440	103.3%	70.0%	38,570	3	4	4.5	8.5	11.5
Southern California	Orange	91	Widen, I-15 to Scott Road	11/2010	62,321	62,321	55,100	0	0	55,100	113.1%	70.0%	38,570	3	4	4.5	8.5	11.5
Southern California	Riverside	215	Bridge widenings (HOV phase 1)	3/2011	149,288	107,501	126,900	4,457	0	122,443	88.1%	70.0%	85,710	4	2.5	2.5	5	9
Southern California	San Bernardino	10	Widen Ramps, Aux. lanes: Cherry, Citrus & Cedar	6/2009	30,325	30,325	27,476	0	0	27,476	110.4%	70.0%	19,233	4	3	4	7	11
Southern California	San Bernardino	10	WB mixed flow lane, Live Oak Cyn to Ford St	2/2010	43,186	38,186	37,857	0	0	37,857	100.9%	70.0%	26,500	3.5	4	3	7	10.5
Southern California	San Bernardino	215	Route 210/215 connectors	6/2008	96,204	22,000	79,967	0	32,967	47,000	46.8%	70.0%	22,000	5	3	2	5	10
Subtotal - Congestion Relief					5,306,235	2,884,523	3,996,150	89,106	295,363	3,611,681			2,220,875	3.9	3.7	3.6	7.2	11.1
Central Coast	San Luis Obispo	46	4-lane expwy, Genesee to Almond (Whitley 1)	7/2010	105,000	67,742	87,000	2,400	16,858	67,742	100.0%	100.0%	67,742	3	4	2	6	9
Central Coast	San Luis Obispo	101	Santa Maria River Bridge widening	3/2010	64,590	58,040	58,040	0	0	58,040	100.9%	100.0%	58,040	3.5	3	3	1.5	4.5
Central Coast	San Luis Obispo	101	Willits Bypass	1/2010	356,360	177,439	296,640	0	119,637	177,003	100.2%	100.0%	177,003	3.5	4.5	2.5	7	10.5
North State	Mendocino	101	Willits Bypass	5/2011	27,443	27,443	22,902	0	0	22,902	119.8%	70.0%	16,031	2	3.5	4	7.5	9.5
Sacramento Valley	Nevada	49	La Bar Meadows widening	6/2009	42,500	22,168	24,500	0	5,932	18,568	119.4%	100.0%	16,031	2	3	3	5.1	9.1
Sacramento Valley	Placer	65	Lincoln Bypass	12/2008	304,000	78,992	232,000	0	159,295	73,715	106.8%	100.0%	73,715	5	4	3.5	7.5	12.5
Sacramento Valley	Placer	65	Kacks Rd 4-lane (Kacks Rd to Rte 33)	7/2010	94,195	49,900	83,420	16,520	0	68,900	74.6%	70.0%	46,830	3	3	1.6	4.6	7.6
San Joaquin Valley	Kern	46	4 lane expwy, Rte 43 to Rte 99	8/2009	124,367	89,500	105,047	15,547	0	89,500	100.0%	80.0%	71,600	4	3	3.5	6.5	10.5
San Joaquin Valley	Kings/Tulare	198	East Sonora Bypass, Stage 2	1/2010	51,928	17,233	30,500	0	0	30,500	56.5%	70.0%	17,233	3	3	1	4	7
San Joaquin Valley	Tuolumne	108	Brawley Bypass, Stage 3	10/2008	58,130	39,337	39,337	10,000	0	29,337	157.2%	100.0%	29,337	5	3	3	6	11
Southern California	Imperial	78			1,244,513	634,687	979,386	44,467	300,712	634,207			576,099					
Subtotal - Connectivity					6,550,748	3,519,210	4,975,536	133,573	586,075	4,245,888			2,796,974					
Total Recommended for CMIA Program																		

207

1013

LA 327
JAN 26 1961

10/27/2017

Corridor Mobility Improvement Account - Project nominations. (\$1,000's)

CMIA region	County	Route	Project Title	Contract award date	Total Cost	CMIA Requested	Const	Earmarks Const	STIP Const	Net Const	Req Pct	Rec Pct	Staff Rec	Deliv	Approp	Value	Approp + Value	Deliv + Value
Not Recommended - Later Delivery																		
S.F. Bay Area	Santa Clara	880	SB HOV Extension, SR 237 to US 101	8/2011	142,700	127,700	71,800		0	0	71,800	178.4%	70.0%	2	4	5	9	11
S.F. Bay Area	Marin/Sonoma	101	Marin-Sonoma Narrows Seg. B (Novato-Petaluma)	12/2011	349,000	180,000	255,200		0	0	255,200	70.5%	70.0%	1.5	4.1	3.5	7.6	9.1
S.F. Bay Area	Alameda	880	SB HOV lane, Marina-Hegenberger	10/2011	108,000	108,000	94,600		0	0	94,600	114.2%	70.0%	2	4	3	7	9
S.F. Bay Area	Contra Costa	680	Extend NB HOV, North Main St. to SR 242	9/2011	21,000	10,500	16,800		0	0	16,800	62.5%	70.0%	1	4	3	7	9
S.F. Bay Area	Alameda	500	Inferno WB HOV Lane, Greenville to Foothill	8/2011	126,300	101,700	112,300	9,600	0	0	102,700	99.0%	70.0%	2	4	2.5	6.5	8.5
S.F. Bay Area	Alameda	580	WB HOV Lane, Foothill to Greenville & TSM	8/2011	172,100	96,700	105,300	100	0	0	105,200	91.9%	70.0%	2	4	2.5	6.5	8.5
S.F. Bay Area	Alameda	101	Freeway conversion, San Juan Rd interchange	12/2011	77,100	50,800	50,800		0	0	50,800	100.0%	70.0%	2	4	2	6	8
S.F. Bay Area	San Mateo	101	Aux lanes, Embarcadero-Marsh Rd	12/2011	169,018	102,168	91,539		0	0	91,539	100.0%	70.0%	2	4	3	6.5	7.5
North State	Shasta	5	L-5/SR 44 fwy to fwy direct connector	11/2011	60,954	49,165	41,090		9,021	0	82,518	123.8%	70.0%	2	2	3.5	5.5	7.5
San Joaquin Valley	Fresno	180	Braided ramps between Rte 41 & Rte 168	10/2012	45,000	30,000	39,000		0	0	39,000	76.9%	70.0%	0.5	3	3.5	6.5	7
San Joaquin Valley	Madras	41	Widening, Ave 11 to west 12 & Ave 12 I/C	12/2012	67,300	44,800	54,300		0	0	54,300	82.5%	70.0%	0.5	2	3.5	5.5	6
Central Coast	Monterey	156	Rte 156 Corridor west phase 1	5/2012	179,400	165,700	91,000		0	0	91,000	103.2%	70.0%	1	4	1	5	6
S.F. Bay Area	Santa Clara	101	HOV lanes, Rte 60/680/12 interchange (Phase A)	7/2012	323,410	150,000	220,180		11,410	0	208,590	104.2%	70.0%	1	4	1	5	6
S.F. Bay Area	Solano	80	Widen to 6 lanes, Rte 25 to Monterey Rd	7/2012	41,000	41,000	35,301		0	0	35,301	116.1%	70.0%	2	2.5	4.1	3.5	5.5
North State	Shasta	91	South Redding 6 lane (Beckhill-Churn Creek)	11/2011	99,014	88,014	81,129		0	0	87,129	113.6%	70.0%	1	3.5	4.5	7.5	8.5
Southern California	Riverside	91	Route 71/91 interchange and connectors	2/2012	96,000	78,950	78,950		0	0	78,950	80.8%	70.0%	1	3	4.5	7.5	8.5
Southern California	Orange	215	Add lanes, SR 55 to Cypress	10/2011	172,730	172,730	149,895		0	0	149,895	115.2%	70.0%	2	2	4.1	6.1	8.1
Southern California	Riverside	805	Mixed flow lane, Scott Rd. to Nuevo Rd	11/2011	330,555	330,555	282,100		0	0	282,100	117.2%	70.0%	2	4	2	6	8
San Joaquin Valley	Kern	14	HOV lanes, Palomar-SR 94	12/2011	133,084	29,278	109,005		0	0	109,005	118.6%	70.0%	2	4	1	5	7
Southern California	Los Angeles	405	Freeman Gulch 4 lane (Redrock Inyokern to Rte 178)	12/2011	950,000	730,000	778,000	130,000		0	648,000	112.7%	70.0%	2	4	3.5	5.5	6.5
Southern California	Orange	91	Northbound HOV lanes, Rte 10 to Rte 101 (d-b)	4/2012	72,000	36,000	59,000		0	0	59,000	82.1%	70.0%	1.5	3	2	4	6
Southern California	Orange	91	Convert WB aux lanes to through lane, Rte 57 to Rte 5	12/2011	95,000	47,500	81,493		0	0	81,493	85.3%	70.0%	2	2	2	4	6
Southern California	Los Angeles	91	WB auxiliary lane, Rte 55 to Tustin	8/2011	70,460	70,460	58,460		0	0	58,460	120.5%	70.0%	2	4	1	5	7
Southern California	San Diego	5	I-10/605 transition connector	9/2011	78,000	78,000	64,000		0	0	64,000	121.9%	70.0%	2	1	3	4	6
Eastern Sierra	Inyo	395	Olancha and Cartago Expressway	9/2012	107,500	59,000	82,008		0	0	82,008	71.9%	70.0%	1	4	0.5	4.5	5.5
San Joaquin Valley	Kern	58	Widen fwy to 6 lanes, Rte 99 to Cottonwood Rd	8/2012	62,300	62,300	55,800		0	0	55,800	111.6%	70.0%	0.5	2	3	5	5.5
Southern California	Orange	57	NB lane, Lambert Rd. to L.A. Co. line	5/2012	156,670	111,670	136,290		0	0	136,290	81.9%	70.0%	1	3	1.5	4.5	5.5
Southern California	San Bernardino	58	Hinkley 4-lane expressway	5/2012	149,828	130,400	130,400		0	0	130,400	100.0%	70.0%	1	4	0.5	4.5	5.5
					4,583,523	3,472,140							2,361,794					
Not Recommended for CMIA Program																		
Central Coast	San Benito	156	4 lane expressway, Alameda to Union-Mitchell	10/2010	66,356	37,987	43,923		0	0	43,923	86.5%		3	4	1	5	8
Central Coast	Santa Cruz	1	Auxiliary lanes, 41st Ave to Soquel Ave.	9/2010	17,973	17,973	13,592		0	0	13,592	132.2%		3	3	3	6	9
Central Coast	Santa Cruz	1	Auxiliary lanes, Park Ave to BayPorter	9/2010	21,389	16,935	16,935		0	0	16,935	128.8%		2	4	0	4	6
North State	Lake	29	Expressway, Diener Dr. to Rte. 175	10/2011	179,068	134,477	148,552	5,275	0	0	143,277	93.9%		2	4	0	4	6
North State	Shasta	5	North Anderson 6 lane (Bontyview to Riversite)	7/2011	62,718	62,718	53,216		0	0	53,216	117.9%		1	2	0	2	3
North State	Shasta	44	Dana to Downtown, widen to 6 lanes	5/2008	75,162	22,910	68,717		0	47,034	52,930	105.1%		5	2.5	0	2.5	7.5
North State	Shasta	44	Extend 4 lane freeway to Palo Cedro (Stillwater)	11/2010	69,786	65,706	52,930		0	0	52,930	124.1%		3	4	0	4	7
North State	Shasta/Trinity	299	Buckhorn Grade realignment	7/2011	249,000	239,486	230,821	4,100	0	0	225,721	105.6%		2	4	1	5	7
North State	Tehama	5	South Avenue interchange improvement	5/2009	31,697	27,956	27,700		0	0	27,700	100.9%		4	1	0	1	5
S.F. Bay Area	Marin	101	Marin-Sonoma Narrows Seg. A (Novato)	8/2009	30,000	30,000	23,800		0	0	23,800	126.1%		3	1	3	4	7
S.F. Bay Area	Marin	101	WB 580 to NB 101 aux lane	3/2009	20,000	20,000	15,300		0	0	15,300	130.7%		3	2	1	3	6
S.F. Bay Area	San Francisco	101	Doyle Drive replacement	8/2010	810,000	175,000	176,808	233,909	0	0	484,899	96.1%		3	0	0	3	6
S.F. Bay Area	Santa Clara	101	Aux lanes, Rte 85-Embarcadero	6/2011	102,258	92,258	84,930		0	0	84,930	108.6%		2	3	3	6	8
S.F. Bay Area	Santa Clara	880	Rte 280 interchange, Stevens Ck. Winchester	7/2010	70,000	50,000	57,000	1,500	0	0	55,500	90.1%		3	2	1	3	6
S.F. Bay Area	Sonoma	101	HOV lanes, Airport & Op Imps (North Ph B)	11/2009	50,500	32,500	42,000		0	0	42,000	77.4%		2	2	2	4	6
Sacramento Valley	Butte	32	Rte 32 widening, Rte. 99 to Yosemite Dr.	7/2008	16,320	10,000	12,809		0	0	12,820	78.0%		5	1	0	1	6
Sacramento Valley	El Dorado (Tahoe)	50	Improvements, Trout Creek to Ski Run Blvd		21,883	3,800	0		0	0	0	0		0	0	0	0	0
Sacramento Valley	Placer (Tahoe)	28	Kings Beach commercial core		32,300	32,300	32,300		0	0	32,300	99.1%		1	3	1	4	5
Sacramento Valley	Sacramento	5	Aux. lanes, Consummes River to Pocket Rd	9/2011	6,150	5,500	5,300	240	0	0	5,060	108.7%		1	1	1	2	3
Sacramento Valley	Sacramento	50	Richards Blvd interchange ramp widening	10/2010	20,000	20,000	16,500		0	0	16,500	121.2%		2	3	3	6	8
Sacramento Valley	Sacramento	50	EB Auxiliary lanes, Sunrise to Folsom Blvd	10/2010	20,000	20,000	16,500		0	0	16,500	121.2%		2	3	3	6	8
Sacramento Valley	Sacramento	80	WB Auxiliary lanes, Sunrise to Folsom Blvd	9/2009	200,000	100,000	179,000		0	0	179,000	55.9%		4	4	1	5	9
Sacramento Valley	Sacramento	80	HOV lanes, Sac. River to Longview Dr.		25,300	25,300	23,300		0	0	23,300	98.6%		4	1	0	0	0
Sacramento Valley	Sacramento	99	Central Gall interchange	9/2009	49,000	8,250	38,100	1,230	0	0	36,870	22.4%		4	1	1	2	6
Sacramento Valley	Sacramento	loc	White Rock Rd 4 lane, Sunrise Bl-Prairie City Rd	5/2011	26,600	22,000	19,100		0	0	19,100	115.2%		1	0.5	4	4.5	5.5
Sacramento Valley	Sacramento	local	Hazal Ave widening, US 50 to Madison	2/2009	90,123	20,000	50,371	12,400	0	0	37,971	52.7%		4	1	2	3	7
Sacramento Valley	Sacramento	local	Consummes River Blvd extension	2/2009	58,622	20,000	49,449	312	0	0	49,137	40.7%		4	0	1	1	5
Sacramento Valley	Sacramento	var	Sac area transportation info exchange (STARNET)	3/2009	4,000	3,700	4,000		0	0	4,000	92.5%		1	0	1	1	2
Sacramento Valley	Yolo	5	I-5 to Rte 113 direct connector (Phase 2)	1/2009	66,278	41,700	54,100		0	0	54,100	77.1%		4	3	1	4	8

[illegible]

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 25

Date: March 7, 2007

Subject: 2006 State Transportation Improvement Program (STIP) Augmentation

Recommendation:* Adopt 2006 STIP Augmentation programming. [Revised item with recommended programming will be provided for the March 7, 2007, Board meeting after approval of the Corridor Mobility Improvement Account projects by the California Transportation Commission on February 28, 2007.]

Background: Proposition 1B, the Highway, Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, was approved by voters on November 7, 2006. This Act authorizes \$2 billion in general obligation bond proceeds to be available for projects in the STIP. These funds will be deposited in the newly created Transportation Facilities Account (TFA) and will be available for the STIP when appropriated by the Legislature. Because of funding constraints in the 2006 STIP, many projects statewide were either removed from the STIP or delayed to later years when funds would be available. In San Bernardino County, Segment 5 of the I-215 North project through San Bernardino was deprogrammed by the California Transportation Commission (CTC) in approval of the 2006 STIP. Rather than wait for the 2008 STIP, the CTC has initiated a special STIP development cycle to augment the 2006 STIP. This will allow not only those projects that were either deprogrammed or delayed in the past to move forward but will also give an opportunity to add new projects to the STIP.

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

The SANBAG Board of Directors acted in January 2007 to receive the schedule for development of the 2006 STIP Augmentation, including Board approval of the 2006 STIP Augmentation submittal to the CTC in March 2007. The CTC adopted the fund estimate (FE) for the 2006 STIP Augmentation at its meeting on December 13, 2006. The FE identifies \$2.1 billion of additional programming capacity available statewide in this augmentation. Of this, \$638 million is from the Public Transportation Account (PTA), which is a trust fund for transportation planning and mass transportation purposes, leaving \$1.4 billion available statewide for highway and road projects. Because these proceeds are from bond proceeds, all of the new funds will be state-only funds.

2006 STIP Augmentation Overview

Figure 1 provides an overview of the 2006 STIP and 2006 STIP Augmentation revenue and programming. Table 1 documents current STIP commitments by the SANBAG Board and the current availability of STIP funds. Table 2 provides a listing of cost increases to currently programmed projects in comparison with available revenues from the STIP and other sources. The tables are discussed individually in more detail below.

1. Figure 1 shows the current programming for San Bernardino County totaling about \$453 million in the 2006 STIP. San Bernardino County receives 4.69% of the statewide total of new programming capacity, or \$97.3 million. Because \$64 million was left unprogrammed during the 2006 STIP cycle, the FE shows a net share of \$161.4 million for San Bernardino County. Of this, \$29.9 million may only be available for PTA-eligible projects. Unlike STIP cycles in the recent past, this augmentation does not prescribe annual programming targets, therefore projects may be programmed in the year they are expected to be delivered. As stated previously, the availability of bond proceeds will be subject to annual appropriations by the Legislature, however the CTC expects the Legislature will consider the annual programming in making those appropriations.
2. Table 1 shows SANBAG's programmed commitments through the 2006 STIP. As shown, the unprogrammed share balance from the 2006 STIP was \$64,107,000. During approval of the 2006 STIP, the CTC deprogrammed \$56,500,000 for Segment 5 of the I-215 North project because of lack of programming capacity. In addition, the SANBAG Board established a set-aside for future Desert Interchanges totaling \$6,385,000. The remaining \$1,222,000 is a result of other programming adjustments for the closing out

of Caltrans' support costs on various projects. As shown, the 2006 STIP Augmentation results in a total programming capacity of \$161,448,000.

Note that Table 1 also includes the Transportation Enhancements (TE) programming, which is administered through the STIP. As this is a federal program, the STIP Augmentation does not provide additional funding for these projects.

3. While this fund estimate provides additional programming capacity, new capacity for non-PTA eligible projects (highway projects) could be limited to \$131M, depending on statewide programming, and most of the currently programmed projects have either experienced cost increases or were partially programmed during approval of the 2006 STIP because of limited programming capacity. Fortunately, the CTC has not established annual programming targets as they have in the recent past; therefore projects can be programmed based on schedule rather than on annual funding availability.

Table 2 shows the unfunded need for currently programmed STIP projects that have either experienced cost increases or have portions of the project unprogrammed, such as Segment 5 of the I-215 North project. The total unfunded need is \$232.3M. Caltrans has indicated that they intend to request of total of \$39M in Interregional Improvement Program (IIP) funds from the 2006 STIP Augmentation for the I-15 Phase 2 and SR-138 projects. In addition, SANBAG and Caltrans have jointly requested \$109M through the Corridor Mobility Improvement Account (CMIA) nomination process. If these requests are successful, \$84M in STIP Augmentation funds will be required to fund cost increases on I-215 North, leaving from \$47M to \$77M available for other projects not currently programmed in the STIP.

Adoption Schedule

The Regional Transportation Improvement Program (TIP) is to be submitted to the CTC by April 2, 2007, and final CTC adoption of the 2006 STIP Augmentation is scheduled for June 7, 2007. In addition, the CTC plans to adopt the program of projects for the CMIA on February 28, 2007. The results of that decision obviously effect the programming decisions for the STIP Augmentation.

Staff is beginning development of programming and scheduling priorities for the 2006 STIP Augmentation; however because of the CMIA schedule, it will not be

possible to present the final 2006 STIP recommendations until the SANBAG Board meeting in March 2007. It will also be necessary for the Board to act on the final 2006 STIP recommendations at that time because of the CTC submittal schedule.

Financial Impact: This item has no impact on the approved SANBAG Fiscal Year 2006-2007 Budget.

Reviewed By: This item was reviewed by the Major Projects Committee on February 15, 2007, the Mountain/Desert Committee on February 16, 2007, and the Plans and Programs Committee on February 21, 2007. (*Major Projects Committee Chaired by John Pomierski, Mountain/Desert Committee Chaired by Dennis Hansberger, Plans and Programs Chaired by Paul Eaton*)

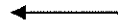
Responsible Staff: Ty Schuiling, Director of Planning and Programming
Andrea Zureick, Senior Transportation Analyst

FIGURE 1: 2006 STIP PROGRAMMING
(\$ in thousands)

<u>2006 STIP</u>	
Total Revenue Available through 2006 STIP	517,148
Less Total RIP Programmed	-453,041
Total Available for Programming	<u>64,107</u>

<u>2006 STIP Augmentation</u>	
2006 STIP Augmentation Apportionment	97,341

Grand Total Available for Programming 161,448



At least \$131,542 of this is available for programming on highway and road projects.
Depending on the programming statewide, up to \$29,906 may be available only for programming on mass transportation projects.

TABLE 1: RECAP OF 2006 - 2011 STIP

(\$ in thousands)

	Regional Improvement Program	Transportation Enhancements	South Coast CMAQ (HOV)	STP	Measure I Maj Proj	ITIP	Other	Project Total
1	REVENUE AVAILABLE THROUGH 2006 STIP CYCLE							
2	Revenue Available through 2004 STIP Cycle	\$629,477						
3	2006 STIP Regional Improvement Program/Transportation Enhancements	\$88,986						
4	Less Lapsed Funds/Allocated Funds through June 2006	(\$1,300)						
5	Voted/Completed Projects No Longer in STIP through June 2005	(\$200,015)						
6	Total Available	\$517,148						
7								
8	PROGRAMMED COMMITMENTS							
9	Planning, Programming, & Monitoring Reserve (FY06/07 - FY10/11):	\$2,916						\$2,916
10	Planning, Programming, & Monitoring AB3090 Reimbursement (FY03/04):	\$632						\$632
11	SR-210 (30) Corridor (Design, ROW):	\$114,371			\$35,681			\$150,052
12	SR-210 (30) Corridor (Segment 11/1-215 Const):	\$32,967			\$22,000			\$54,967
13	I-215 North Corridor:	\$256,862	\$25,000	\$90,432	\$76,425	\$2,063	\$56,500	\$617,756
14	I-15 Northbound Widening Phase 2:	\$25,843					\$1,760	\$78,730
15	SR-138 Widening from I-15 to County Line (ROW and Const):	\$15,450					\$68,997	\$84,447
16	US-395 Widening from I-15 to S.R. 58 (PA&ED):	\$4,000					\$4,000	\$14,000
17	Transportation Enhancements (TE) Reserve:						\$6,000	\$14,688
18	Colton/San Bernardino Bike Lane:	\$14,688						\$660
19	Fortana PE Inland Empire Trail:	\$1,796						\$1,796
20	TOTAL:	\$453,041	\$25,000	\$90,432	\$76,425	\$2,063	\$64,260	\$1,020,644
21								
22	Total Unprogrammed Share Balance from 2006 STIP:	\$64,107	\$0					
	2006 STIP Augmentation Regional Improvement Program (Non-PTA):	\$67,435						
	2006 STIP Augmentation Regional Improvement Program (PTA):	\$29,906						
		\$167,448						

NOTES (by line number):

- 9 Programming for FY 06/07 and FY 07/08 represents 1 percent set-aside for planning, programming, and monitoring activities out of the statutorily authorized 5 percent of the total RIP funds available. Programming for FY 08/09 - FY10/11 represents 1.1 percent set-aside.
- 10 An AB 3090 reimbursement was approved by the CTC in April 2004 so that costs incurred in FY 03/04 for PPM activities can be reimbursed by the STIP in FY 07/08.
- 13 See Item 22 below. "Other" represents deprogrammed funds for Segment 5.
- 19 Project was granted a one year allocation deadline extension to June 30, 2007. If funds are not allocated before that date, they will be lost from the County Share.
- 22 During approval of the 2006 STIP, the CTC deprogrammed \$56,500,000 for Segment 5 because of lack of programming capacity. In addition, the SANBAG Board established a set-aside for future Desert Interchanges totaling \$6,385,000. The remaining \$1,222,000 is a result of other programming adjustments.

TABLE 2: CURRENT PROGRAMMING UNFUNDED NEED
(\$ in thousands)

2006 STIP Period - Programmed Project Cost Increases	FY 06/07	FY 07/08	FY 08/09	FY 09/10	FY 10/11	Total
SR-210 (30) Corridor (Segment 11/I-215 Const):		\$25,000				\$25,000
I-215 North Corridor:	\$33,311	\$716	\$25,171		\$62,573	\$121,771
I-15 Northbound Widening Phase 2:	\$6,762			\$50,226		\$56,988
SR-138 Widening from I-15 to County Line (ROW and Const):	\$563		\$432		\$27,500	\$28,495
Total Cost Increases	\$40,636	\$25,716	\$25,603	\$50,226	\$90,073	\$232,254
2006 STIP Period - Proposed Non-STIP Fund Sources	FY 06/07	FY 07/08	FY 08/09	FY 09/10	FY 10/11	Total
ITIP:	\$7,325		\$432	\$3,794	\$27,500	\$39,051
CMIA:				\$46,432	\$62,573	\$109,005
Total Non-STIP Fund Sources	\$7,325	\$0	\$432	\$50,226	\$90,073	\$148,056
2006 STIP Augmentation Required	\$33,311	\$25,716	\$25,171	\$0	\$0	\$84,198

-
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 27

Date: March 7, 2007

Subject: Executive Director Employment Contract Amendment

Recommendation:* Approve Amendment No. 1 to the Executive Director Employment Contract.

Background: This item has been placed on the SANBAG Board of Directors agenda pending recommendations relative to amendment to the Executive Director's employment contract.

Financial Impact: To be determined.

Reviewed By: This item will be reviewed by the Board of Directors on March 7, 2007

Responsible Staff: Supervisor Dennis Hansberger
SANBAG President

*

Approved
San Bernardino Associated Governments
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

AGENCY REPORTS



-
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

MARCH COMMUTER RAIL REPORT

1. PATRONAGE

San Bernardino Line:

Ridership on the San Bernardino Line increased 9% from last month and was up just a bit from last year. Preliminary February data is slightly higher than January with a current average of 12,163 passenger trips per weekday.

San Bernardino Line Saturday service was up 1% from December but down almost 15% from January 2006. February data-to-date shows patronage somewhat stronger with a current average of 2,924 passenger trips per Saturday.

Sunday ridership dropped just slightly (<1%) from last month but dropped more than 15% from the same month last year. At this point, February 2007 is a bit higher, currently averaging 1,485 passenger trips per Sunday.

Riverside-Ontario-Los Angeles Line:

January average daily ridership on the Riverside Line decreased almost 5% from December and dropped almost 10% in a year-to-year comparison. A preview look at February shows much stronger patronage with the current February average 17% higher than January.

Inland Empire-Orange County (IEOC) Line:

Ridership on the IEOC Line was up 12% from last month to post the second highest daily average ever for this time. As of mid-February, average daily ridership is on pace to match the current ridership record for this line, now at 4,726 passenger trips per weekday.

Total System:

System wide, average daily ridership increased almost 9% from last month and was 2% higher than the same month last year. At this point, February ridership is up from January with a current average of 42,376 passenger trips per weekday.

Table 1

Average Weekday Daily Ridership*

	<u>San Bernardino</u>	<u>Riverside</u>	<u>IEOC</u>	<u>Systemwide</u>
January 2007	11,937	4,086	4,701	41,095
January 2006	11,876	4,518	4,281	40,343
% Change	+ 0.5%	- 9.6%	+ 9.8%	+ 1.9%

* Adjusted for Holidays

Table 2

Average Weekend Ridership

	<u>San Bernardino Saturday</u>	<u>San Bernardino Sunday</u>
January 2007	2,821	1,440
January 2006	3,304	1,699
% Change	- 14.6%	- 15.2%

2. ON-TIME PERFORMANCE (arrival within 5 minutes of scheduled time)

San Bernardino Line:

On-time performance improved slightly for the San Bernardino Line this month compared to last month. Inbound trains held steady at 97% on time while outbound trains improved from 96% on time in December to 97% on time in January. Mechanical difficulties caused seven of the thirty reported delays and another six delays each were due to engineering/tracks and dispatching.

Riverside-Ontario-Los Angeles Line:

On-time performance results for the Riverside Line were mixed this month compared to last month. Inbound trains gained five percentage points and outbound trains dropped six points to finish January 91% and 84% on time, respectively. Engineering/tracks caused more than forty percent of the twenty-nine reported delays.

Inland Empire-Orange County (IEOC) Line:

On-time performance results were also mixed for the IEOC Line this month. While northbound trains gained one percentage point to finish the month 95% on time, southbound trains dropped six points, from 96% on time in December to 90% on time in January. Dispatching caused ten of the twenty-five reported delays.

Table 3

On Time Performance

Percent of weekday trains arriving within 5 min. of scheduled time
(January 2007 vs. January 2006)

	<u>San Bernardino</u>		<u>Riverside</u>		<u>IEOC</u>	
	In	Out	In	Out	So.	No.
January 2007	97%	97%	91%	84%	90%	95%
January 2006	99%	96%	76%	76%	92%	86%

3. CALIFORNIA SPEEDWAY

The NASCAR race event is coming up February 23-25 at the Speedway. A near sell-out is expected for the three SANBAG-sponsored trains operating for this event.



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

Members of the Governing Board:

February 6, 2007

Chairman
Dr. William A. Burke
Speaker of the Assembly
Appointee

To: Mayors and Councilmembers

Vice Chairman
S. Roy Wilson, Ed.D.
Supervisor, Fourth District
County of Riverside

From: Dennis R. Yates, Mayor/City of Chino
Cities of San Bernardino County
Board Member, South Coast AQMD

Michael D. Antonovich
Supervisor, Fifth District
County of Los Angeles

Attached are the agenda items and the voting outcome of the February 2, 2007 AQMD Governing Board meeting.

Bill Campbell
Supervisor, Third District
County of Orange

PUBLIC HEARING ITEMS APPROVED AT FEBRUARY 2, 2007 BOARD MEETING

Jane W. Carney
Senate Rules Appointee

Receive Public Input on Executive Officer's Proposed Program Goals & Objectives for FY 2007-08

Ronald O. Loveridge
Mayor, Riverside
Cities of Riverside County

A set of priority goals for the FY 2007-08 Budget has been developed. The Executive Officer wishes to receive public and Board Member input on these priority goals as they serve as the foundation of AQMD's Work Program.

Gary C. Ovitt
Supervisor, Fourth District
County of San Bernardino

Majority Vote: 11 yes, 0 no, 1 absent

Jan Perry
Councilmember, 9th District
Cities Representative
Los Angeles County/Western Region

PUBLIC HEARINGS SET FOR MARCH 2, 2007 BOARD MEETING

Miguel A. Pulido
Mayor, Santa Ana
Cities of Orange County

Amend Rule 1309.1 – Priority Reserve

Pursuant to the Board directive, staff is proposing additional criteria for Electrical Generating Facilities to qualify for access to credits in the Priority Reserve. (Review: Stationary Source Committee, January 26, 2007)

Tonia Reyes Uranga
Councilmember, City of Long Beach
Cities of Los Angeles County/
Eastern Region

Cynthia Verdugo-Peralta
Governor's Appointee

Dennis R. Yates
Mayor, Chino
Cities of San Bernardino County



REPORT: Mobile Source Air Pollution Reduction Review Committee (MSRC)

SUBMITTED BY: Gwenn Norton-Perry, SANBAG representative to the MSRC.

SYNOPSIS: Below is a summary of key issues addressed at the MSRC's regular January 18, 2007 meeting. The MSRC met on Thursday, February 15, 2007 and will meet again on March 15, 2007 at 2:00 p.m. in Room CC8 at the South Coast Air Quality Management District.

FOR MORE INFORMATION: call 909.396.3682 or go to www.cleantransportationfunding.org

Issuance of \$2 Million Solicitation for Local Government Match Program

At its January 18, 2007 meeting, the MSRC unanimously approved release of a \$2 million Program Announcement for a Local Government Match Program under Phase II of the FY 2006-07 Work Program. Eligible categories include the traditional funding providing dollar-for-dollar match for heavy-duty alternative fuel vehicles up to \$25,000 per vehicle and alternative fuel infrastructure with a maximum amount per project of \$350,000. However, it also includes a new category to fund street sweeping operations using low-emission alternative fuel street sweepers. For this new eligible category the maximum amount per project is \$100,000 with a total target allocation of \$200,000. This new category will be limited to jurisdictions that perform street sweeping as a documented PM10 control strategy. Funding for all eligible categories will be distributed on a first-come, first-serve basis with a geographic minimum per county of \$250,000. The Program Announcement includes an open application period commencing March 13, 2007 and closing June 29, 2007. The AQMD Board will consider this PA at its February 2, 2007 meeting.

More Dollars for CNG School Buses for Private Pupil Transportation Providers

The MSRC's FY 2006-07 Work Program included \$2 million in funding for CNG school bus incentives for private pupil transportation providers, and AQMD staff has been administering the program on behalf of the MSRC. At its January 18, 2007 meeting, the MSRC unanimously approved augmenting this funding with an additional \$2 million in light of demand. Once again, this will help ensure fewer diesel school buses are put on the roads due to lack of incentive funding because the incentive will go directly to the private pupil transportation provider. The AQMD Board will consider this funding augmentation at its February 2, 2007 meeting.

New Category for Phase II FY 2006-07 Work Program

In its FY 2005-06 Work Program the MSRC provided incentives to purchase or repower transit buses with a 0.2 gram NOx natural gas engine that meets 2010 standards. The MSRC heard recommendations on how this program could be expanded to include refuse trucks, and unanimously directed staff to prepare a solicitation to implement such a program. The recommended target funding would be \$1.728 million which would provide a \$32,000 incentive per engine. A solicitation

will be brought forward to the MSRC for consideration at its February 2007 meeting, along with recommendations to implement the \$1 million Off-Road Vehicle Diesel Emission Control System Demonstration Program, in partnership with CARB.

Received and Approved Final Reports

The MSRC received and approved four final reports at its January 18, 2007 meeting. I abstained from this item due to a potential conflict of interest. The four final reports are as follows:

1. TransVironmental Solutions Contract #MS03038, which provided \$615,200 to implement a Regional Vanpool Incentive Program;
2. Orange County Transportation Authority Contract #MS03059, which provided \$375,000 to implement an Expanded Freeway Service Patrol Program;
3. Orange County Transportation Authority Contract #MS05047, which provided \$75,563 for CNG fueling upgrades; and
4. Omnitrans Contract #MS05049, which provided \$25,000 for CNG fueling station upgrades.

All final reports are filed in the AQMD's library and a two-page summary of each closed project can be viewed in the electronic library on the MSRC's website. It is anticipated that in the future the MSRC's website, <http://www.cleantransportationfunding.org/>, will include complete final reports in its electronic library.

Contract Modification Requests

At its January 18, 2007 meeting, the MSRC considered three contract modification requests and took unanimous action, as follows:

1. For County of Los Angeles, Dept. of Public Works, Contract #ML05009, which provides \$198,333 to install seven LPG stations, approval to change the locations for two of the seven stations and a one-year contractual term extension;
2. For CR& R Inc., Contract #MS04039, which provides \$463,168 towards the purchase of 30 LNG refuse trucks and mechanic training, approval of a 15-month contractual term extension; and
3. For City of Corona Contract #PT05069, which provides \$150,000 towards the installation of 18 particulate traps, approval to substitute one vehicle for retrofit and to extend the device installation deadline to 18 months from the date of contract execution.

Contracts Administrator's Report

The MSRC's AB 2766 Contracts Administrator provides a written status report on all open contracts from FY 2000-01 through the present. The Contracts Administrator's Report for January 2007 is attached for your information.

ADDITIONAL INFORMATION

SANBAG Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (RC Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TCC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation and Communications
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	L. Garcia			L. Garcia
District 7 (San Bernardino, Highland)	L. McCallon	L. McCallon		
District 8 (Rialto, Fontana)	D. Robertson	D. Robertson		
District 9 (Rancho Cucamonga, Upland, Montclair)	P. Eaton		P. Eaton	
District 10 (Chino, Chino Hills, Ontario)	A. Wapner			A. Wapner
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	L. Dale			L. Dale
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	T. Jasper	T. Jasper		
San Bernardino County	G. Ovitt			G. Ovitt
SANBAG Subregional Appointees*		K. Chastain	J. Harrison	M. Nuaimi
*One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		Vacant (D. Williams) Vacant (L. McCallon)	P. Lilburn	Vacant (G. George)

Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment for Regional Council members representing odd numbered districts expire immediately following the SCAG General Assembly in April of odd numbered years. Terms of appointment for Regional Council members representing even numbered districts expire immediately following the SCAG General Assembly in May of even numbered years. SANBAG appointments to SCAG Policy Committees are for a term from May through the next regular SCAG general assembly of the following year.

Stipend

SCAG provides Regional Council members \$100 per day for a maximum of four meetings per month, plus mileage. A stipend for the fifth meeting per month may be received on approval by SCAG's Executive Director. SCAG also provides subregional appointees representing SANBAG on SCAG Policy Committees \$70 per meeting.

Meeting Information

The regular meetings of SCAG Regional Council, Standing Committees, and Policy Committees are on the first Thursday of each month at the SCAG Offices located at 818 W. Seventh Street, Los Angeles:

10:00 a.m., Policy Committees

12:00 noon, Regional Council

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation,

Transportation and Communications: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Administrative Committee SANBAG President, Vice President, and Immediate Past President 3 East Valley (2 City, 1 County) 3 West Valley (2 City, 1 County) 3 Mt/Desert (2 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the Administrative Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts of up to \$25,000 with Board of Directors ratification to follow.	Lawrence Dale, Barstow, Vice President (Chair) Dennis Hansberger, President (Vice Chair) Paul Biane, Past President Robert Christman, Loma Linda Kevin Cole, Twentynine Palms Bea Cortes, Grand Terrace Paul Eaton, Montclair Josie Gonzales, Supervisor Brad Mitzelfelt, Supervisor Gary Ovitt, Supervisor Gwenn Norton-Perry, Chino Hills Rick Roelle, Apple Valley	6/30/2007 6/30/2007 6/30/2007 12/31/2007 12/31/2008 12/31/2008 12/31/2008 12/31/2007 12/31/2007 12/31/2007 12/31/2007 12/31/2007
Commuter Rail Committee Nine Valley-elected officials, four of who shall be the Southern California Regional Rail Authority primary (*) and alternate (**) members. The terms of appointments for SCRRA members and alternates shall be concurrent with their term on SCRRA. The four remaining members shall be SANBAG Board Members appointed by the SANBAG President for two-year terms.	Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority delegates with respect to commuter rail service in San Bernardino County. * SCRRA Primary Member ** SCRRA Alternate Member	Pat Gilbreath, Redlands (Chair)** Lee Ann Garcia, Grand Terrace (Vice Chair) Kelly Chastain, Colton Robert Christman, Loma Linda Paul Eaton, Montclair * Pat Morris, San Bernardino* Diane Williams, Rancho Cucamonga** Vacant (Alan Wapner, Ontario) Vacant (Paul Biane)	Indeterminate (6/30/2007) 12/31/2006 (6/30/2007) 12/31/2007 12/31/2007 Indeterminate Indeterminate Indeterminate 12/31/2008 12/31/2006
Mountain/Desert Committee Membership consists of SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.	Rick Roelle, Apple Valley (Chair) Dennis Hansberger, Supervisor (Vice Chair) Kevin Cole, Twentynine Palms Lawrence Dale, Barstow Dennis Hansberger, Supervisor Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Chad Mayes, Yucca Valley Brad Mitzelfelt, Supervisor Trinidad Perez, Adelanto Rick Roelle, Apple Valley Mike Rothschild, Victorville Rebecca Valentine, Needles	Indeterminate (6/30/2007) Indeterminate (6/30/2007) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate

Policy Committee Meeting Times

Administrative Committee
Commuter Rail Committee
Major Projects Committee
Mountain/Desert Committee
Plans & Programs Committee

SANBAG Acronym List

1 of 2

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

SANBAG Acronym List

2 of 2

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents,
San Bernardino Associated Governments
(SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient,
multi-modal transportation system
- Strengthen economic development
efforts
- Exert leadership in creative problem
solving

To successfully accomplish this mission,
SANBAG will foster enhanced relationships
among all of its stakeholders while adding
to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996